

Agreement to Provide Services

Between the undersigned:

The French Red Cross, an association created pursuant to the Act of 1901 and recognized as being of public utility, whose head office is located at 98 Rue Didot, 75014 Paris, France
Represented by Antonio PAPARO, **Head of FRC Delegation in Solomon Islands**

Hereinafter referred to as the “French Red Cross” or the “FRC”

Party of the first part

And

Name of artist + address + telephone + email

Hereinafter referred to as the “Service Provider”,

Party of the second part.

Hereinafter jointly referred to as the “Parties”.

Recitals:

In connection with its OFDA (Office of US Foreign Disaster Assistance) funded project Supporting Community Planning: Reducing vulnerabilities of communities exposed to natural disasters by DRR and WASH mitigation measures (“SCP3”) in Solomon Islands, the French Red Cross wishes to have a painting artist to design a set of adapted Information Education Communication (IEC) materials to be used to facilitate Children Hygiene and Sanitation Training – CHAST program in schools.

At the conclusion of the selection process it conducted, the FRC has chosen **ARTIST** to provide the particular service requiring the Service Provider’s specific expertise.

Therefore, the French Red Cross wishes to conclude this agreement in order to set forth the terms and conditions applicable to the services that **ARTIST** has been hired to perform.

Now, therefore, it has been agreed as follows:

Article 1: Purpose of the services

This agreement is an agreement to provide services abroad and, more specifically, to perform the assignment described in the terms of reference appended hereto as **Attachment 1**, in accordance with the Service Provider’s quotation appended hereto as **Attachment 2**, which form an integral part of this agreement.

Moreover, the assignment shall be performed in accordance with the principles and values of the FRC appended hereto as **Attachment 3** (French Red Cross Ethics Clauses).
(hereinafter “the Services”)

Below is a brief description of the expected deliverables:

List of tasks	Expected Deadline
To submit a first selection of 20 colored sketches (n. from 1 to 20 of the list in Attachment 1)	28/01/2016
To deliver the 7 requested posters in A3 + an additional set of 10 new colour sketches (n. from 21 to 30 of the list in Attachment 1) within 7 days from the contract signature, together with the first set of drawings already submitted which need to be improved/modified;	09/02/2016
To deliver the last set of 33 colour drawings + 15 black and white sketches within 3 weeks from the contract signature, together with the modification requested, if any, of the material already submitted;	29/02/2016
Accompany Red Cross team in the pretesting activities in Honiara and Guadalcanal communities. Take into account the potential modifications to be made to drawing and deliver modified drawings	31/03/2016

The Service Provider undertakes not to use the results of the services performed, which are the property of the French Red Cross.

Article 2: Financial terms

The total, all-inclusive price for the Services is set at **16,000 SBD sixteen thousand** Solomon Islands dollars), all taxes included.

The FRC shall not be invoiced and will not support directly other costs which are not included in the total amount above.

In case FRC requests an augmentation of the quantities of drawings, both parties will sign an amendment to this contract with unit costs of drawings being:

- 13.5 x 13.5 cm colour drawing @ XXX SBD / drawing
- 13.5 x 13.5 cm black and white outline drawing @ XXX SBD / drawing
- A3 color poster @ XXX SBD / poster

The FRC shall pay the Service Providers as following, upon receipt of validated invoice:

- 30% of the total price at signature of the contract (**X,XXX SBD Solomon Islands dollars**),
- 70% of the total price upon total completion and validation by FRC of the service, including validation and modification done after pretesting in communities and schools with the presence of the artist (**XX,XXD SBD**).

The invoices shall be sent to the FRC at the following address: "Solomon Islands Red Cross Society, Lombi Crescent, New Chinatown, PO Box 187, HONIARA - SOLOMON ISLANDS".

FRC shall pay the invoices by check within a maximum period of 30 days from its receipt and approval by the French Red Cross.

Article 3: Location and performance of the Drawings/Paintings

It is agreed that the Service Provider will work in his workshop in Honiara or close by in order to perform the drawings/paintings. During the pretesting phase, the artist will be requested to travel to schools and communities accompanying Red Cross teams and using their transportation.

Article 4: Terms and conditions governing performance

The FRC hereby designates the following internal contact, who shall be responsible for coordinating the services with the Service Provider:

Name: Simon DOREILLE

Function: Head of Project WASH

Tel: 7495322

Email: wash-rehab-si.frc@croix-rouge.fr

In all the messages must be put always in copy:

Name: Antonio PAPARO

Function: Head of Delegation of FRC in Solomon Islands

Tel: 7496238

Email: hod-salomon.frc@croix-rouge.fr

The Service Provider shall provide the whole order of 63 (sixty three) coloured hand-made paintings, 15 black and white sketches and 7 coloured posters according to the expected deadlines mentioned above in **article 1** and in the terms of reference appended hereto as **Attachment 1**.

The Service Provider shall submit it to said persons at the following address:

“Solomon Islands Red Cross Society, Lombi Crescent, New Chinatown, PO Box 187, HONIARA - SOLOMON ISLANDS”

FRC will acknowledge receipt by signing a receiving note.

FRC must notify the artist of quality and/or quantity errors within 4 days from delivery. The artist shall correct these errors within 4 days from receipt of this notification by FRC.

Article 5: Effective date, term

The agreement shall take effect on 22/01/2016 date, and will last until all obligations under this Agreement and its attachments have been entirely executed by the Parties.

The Service Provider's services shall have been fully executed by 31/03/2016 at the latest.

Article 6: Confidentiality obligation

The Service Provider undertakes to keep strictly confidential and shall not disclose any information, document, data or concept of which it may become aware in connection with this agreement.

However, the Service Provider shall not be liable for any disclosure if the elements disclosed were within the public domain on the date of the disclosure or if the Service Provider was aware of such elements or had obtained them from third parties by lawful means. This confidentiality obligation shall apply for an indefinite duration.

Article 7: Use of studies carried out

The Service Provider undertakes not to use the results of the services performed, which are the property of the French Red Cross.

Article 8: Intellectual Property Rights

FRC/SIRC retains exclusive ownership of and the right to use the results of the services. It shall include, but not be limited to, the right to publish, authorize the use of by others, create derivative works and otherwise to use all work conceived or produced in connection with this Agreement. FRC/SIRC reserves the right to use the drawings (in whole or in parts) in any form or format, for the production of other IEC materials like banners, T-Shirts, leaflets, presentations, etc.,

Article 9: Undeclared Labour

Should the services be carried out by the service provider's employees, the Service Provider warrants and represents that such employees are properly employed regarding applicable regulations and laws related to clandestine or undeclared labour.

Article 10: Liability of the Service Provider

The Service Provider is responsible for properly performing the services. It shall be released *de facto* from this liability in the event the French Red Cross does not provide it with all information necessary to enable it to adequately perform the services agreed upon.

The Service Provider shall comply with its professional obligations as defined by the laws and regulations in force in Solomon Islands.

The Service Provider shall be responsible for complying with the requirements of the tax and administrative authorities.

Article 11: Late performance penalties

Any delay in the performance of the obligations imposed on the Service Provider by this agreement, in particular in delivering the drawings, shall result in the application of late performance penalties in an amount equal to 2% of the total price of the agreement per day's delay within a limit of 20% of the total contract amount.

Said penalties shall become due and payable automatically and the FRC shall be entitled to immediately set them off against any sums that the FRC owes or will owe as compensation to the Service Provider. The FRC shall promptly inform the Service Provider thereof by certified mail, return receipt requested. These penalties shall not operate to discharge the Service Provider's liability.

Application of this "Late performance penalties" clause shall in no event be deemed a waiver of the right to terminate the agreement.

Article 12: Termination

This agreement may be terminated automatically by either Party on the grounds of the other Party's breach if said other Party breaches any of its obligations and fails to cure such breach within five days from a notice to cure given by certified mail, return receipt requested.

This agreement shall be automatically terminated, without the need for any formality, if a force majeure event occurs that makes it impossible to continue performing the services.

Article 13: Governing law – Dispute resolution

This agreement shall be governed by Solomon Islands Law. The Parties agree that in the event of a dispute with respect to the interpretation, performance and/or termination of the agreement, the Parties shall attempt to reach an amicable resolution. If an amicable resolution cannot be reached, the competent courts in Honiara shall have exclusive jurisdiction.

Executed in Honiara, in two original counterparts,
On

The French Red Cross
Head of Delegation in Solomon Islands
Antonio PAPARO

On

The Service Provider
ARTIST

On

Attachment 1: Terms of reference for the assignment
Attachment 2: Service Provider's quotation
Attachment 3: French Red Cross ethics clauses