



**PUNTLAND STATE AUTHORITY FOR WATER,
ENERGY AND NATURAL RESOURCES**
HAY' ADDA TAMARTA, BIYAHA IYO
KHAYRAADKA DABIICIGA AH EE DAWLADDA
PUNTLAND



Ref No: XG/PS/ 0130/2019

Office of the chairman

Date: 01/July//2019

Consultant Agreement Between

PSAWEN (PSAWEN hereafter) And Mohamed Abdi Jama hereafter called the Consultant

1. Duration of the contract

The contractor will come into effect on **01 July 2019**, and expire on **31 December 2019**.

2. Term of reference:

The consultant agrees to the term of reference as set for the in Annex A. (TOR) to the contract.

3. Duties

National Consultant – JLPG, The PSAWEN chairman will supervise the performance of the consultant.

4. Remuneration

As full consideration for the services performed by the consultant under terms of this contract, PSAWEN will pay in monthly bases an amount of **US\$ 1800.00** (US Dollars one thousand Eight hundred).

5. Confidentiality

The consultant shall not make use of any unpublished or confidential information, made known to him/her in the course of performing his/her duties under the terms of this agreement, without written authorization of the PSAWEN.

This provision shall remain in force even after the expiration or termination of this agreement.

6. Termination

This agreement could be terminated

- In circumstances of force-majeure
- On mutual agreement
- Where the consultant is unable to fulfil the duties agreed in the Terms of Reference
- Where the consultant does not comply with any of the clauses contained in this agreement
- Where the agreement is considered suspended or terminated, fees will be paid pro-rata to days worked and the consultant shall endeavor to discharge his duties to the best of his ability to ensure that circumstances for termination are well documented for reporting.

7. Arbitration

In case of disagreement on the interpretation and application of this agreement, the parties agree to take an arbitration board composed of 3 members 1 designated to each one of the two parties and the third selected by the two designated members. The decision of the board will be binding to both parties. In case of no accord, the case will be presented to the chairperson of the Society of Arbitrators in Puntland for further arbitration.

8. Notices/Clarifications

Any communications made in performance of the agreement shall be in writing and shall be addressed to:

9. Amendments

Any changes on this agreement shall be considered effected only through a written and referenced amendment signed and dated by both parties.

The unit costs in the budget shall be fixed and not subject to revision.

10. Prior Agreements

This agreement is independent. Any previous agreements between the two parties will in no case set precedents for the implementation of the current agreement.

Signed for and behalf of PSAWEN

Name: Osman Abshir Muuse

Position: chairman

Signature:



Date: 01/7/2019



The PSAWEN Consultant

Name: Mohamed Abdi Jama

Position: JLPG consultant

Signature:



Date:

01/7/19