

CONTRACT

between

THE NORWEGIAN EMBASSY, NEW DELHI

("embassy")

and

JAMIA MILLIA ISLAMIA, NEW DELHI

("the Consultant")

regarding

**UNDERSTANDING STRUCTURES IN DIFFERENT RELIGIONS AND HOW
RELIGION HAS BEEN INSTRUMENTAL IN PEACE BUILDING AND
CONFLICT RESOLUTION**

("the Services")

1. Appointment

Embassy hereby appoints the Consultant and the Consultant accepts the appointment on the conditions laid down in this Contract and in:

Annex I - Project Summary (Terms of Reference)

1.1 Prof. S.M. Sajid, . Professor in Social Work, Jamia Millia Islamia shall be the team leader and Co-ordinator of the Study. The coordinator of the project shall organise all the meetings and shall be the contact person for the Embassy.

2. Definitions

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3. Scope of the Services

- 3.1 The Services to be performed by the Consultant under this Contract are described in the Terms of Reference set forth in Annex I.
- 3.2 Embassy may limit or expand the scope of Services at any time.

4. Implementation of the Services

- 4.1 The Services shall be carried out with due diligence and efficiency and in accordance with recognized professional standards.
- 4.2 The Consultant shall keep accurate and systematic accounts in respect of the Services, in accordance with recognized professional standards.
- 4.3 The Consultant shall promptly inform the Embassy of any condition which interferes or threatens to interfere with the successful implementation of each assignment.
- 4.4 The Consultant is responsible for all payments, statements and reports required by the authorities in his country of residence in connection with discharge of his business. The same applies to registration and reporting requirements to public registers.
- 4.5 The Consultant and his personnel shall contribute to a positive dialogue and good cooperation with others involved in the activity.
- 4.6 The Consultant and his personnel engaged in the assignment shall be financially independent of anybody that may influence his/her objectiveness during the implementation of the assignment, and shall notify the Embassy about conditions that may influence the objectiveness.

5. Reporting

The draft report shall be submitted to the embassy within one month of the completion of the study. The Consultant shall submit three copies of the final report with recommendations within two weeks from the date of comments received from the embassy.

6. The Consultant's remuneration

- 6.1 The total remuneration payable under this Contract shall not exceed NOK 50.915- (INR 3,41,000- as per exchange rate dated 27.10.05).
- 6.2 An expenditure statement signed by the organisation shall be submitted along with the final report. Embassy and/or the Norwegian Auditor General shall have access to and the right to examine the account with vouchers in original.
- 6.3 All payments under this Contract shall be made by Embassy direct to the bank account designated by the Consultant.

- 6.4 Whenever it shall be necessary to evaluate one currency in terms of another for the purpose of the payment, the rate of exchange applicable shall be the selling rate of NOK on the date of transfer.

7. Delays

In the event of major delay in the work, the Consultant shall notify the Embassy in writing. In their notification, the Consultant shall state the reasons for the delay. No additional costs will be paid to the consultant in case of delay.

8. Control of expenditure - changes

- 8.1 The Consultant shall closely control the expenses incurred in the implementation of the Services and no additional funds will be granted to complete the assignment.
- 8.2 All amendments or modifications to this Contract shall be in writing and signed by both Parties hereto.
- 8.3 The Consultant shall not, without the written consent of Embassy, in any way assign or transfer the obligations of this Contract or any parts thereof.

9. Sub-contracts

The sub-consultants and other personnel shall appointed by the Consultants on the recommendation of the Coordinator. Sub-contracts to be entered into by the Consultant shall be made with duly qualified specialists .

10. Personnel

- 10.1 The Services shall be carried out by the Consultant and by the sub contracted personnel/agency.
- 10.2 Should it become necessary to replace any member of the Consultant's personnel, local personnel or subcontractor's personnel during his contracted term, the Consultant shall forthwith arrange for such replacement with a person with comparable experience.

Replacement can only be made upon Embassy 's written approval.

The Party requesting replacement shall be responsible for the financial consequences thereof, except in the cases when such personnel are replaced for reasons of misconduct, inability to perform or violation of instructions and local laws and regulations, in which case the Consultant shall be responsible.

11. Insurance

The Consultant is responsible for keeping his/her personnel and equipment properly insured according to legal provisions and recognized professional standards.

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12. Copy - and property right

The copy- and the property right of all documents prepared by the Consultant in connection with the Contract rests fully with the Embassy. Embassy shall not be liable to pay any royalties in connection with the use of such documents. However, the Consultant may use the documents as reference etc. in other research carried out by himself/herself.

13. Professional secrecy

The regulations on professional secrecy stated in the Norwegian Public Administration Act (February 10, 1967) shall apply to the Consultant.

14. Liability

Embassy shall not be liable - economically or in other ways - to firms or individuals engaged by the Consultant under this Contract.

15. Compliance with local laws

The Consultant shall comply with and cause its personnel to comply with all applicable local laws and will take prompt corrective action with regard to any violation thereof called to his attention.

16. Duration

16.1 The Contract shall enter into force upon its signature and shall remain in force until the final report, referred to in Section 4.3, has been presented to the Embassy.

17. Termination

17.1 This Contract may be terminated by the Embassy or by the Consultant upon written notice to the other and shall terminate 30 (thirty) days after the date of such notice.

17.2 Upon receipt of such notice of termination, the Consultant shall exert its best efforts to bring the work to an end in a rapid, orderly and economical manner, and will deliver to the Embassy any plans or documents completed as part of the Services under this Contract.

17.3 In the event of termination, the Consultant shall be entitled to payment for Services satisfactorily performed and expenses properly incurred prior to the date of effectiveness of termination.

17.4 If the Embassy has terminated the Contract due to:

- breach of Contract by the Consultant, or
- the Consultant being bankrupt or insolvent,

the Consultant shall receive remuneration for the part of the Services having been carried out in accordance with the Contract.

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18. Settlement of disputes

Any disputes in connection with this Contract, which cannot be solved amicably, shall be referred to the Indian Legal System and settle in accordance with in the system.

19. Serving of notices

All communications between the Parties shall be in the English language. Any notice, communication or document given, made or sent by any of the Parties pursuant to this Contract shall be deemed to have been duly given, made or sent to the Party to which they are addressed when it has been delivered by hand, mail, telefax or e-mail to such party at the following address:

To the Embassy: Royal Norwegian Embassy
50 C Shanti Path, Chanakyapuri
New Delhi-110021

Tel: 011-51779200
Telefax: 011-51680145
E-mail: emb.newdelhi@mfa.no

To the Consultant: Mr. S.M Sajid
Prof. of Social Work
Jamia Millia Islamia
New Delhi-110025

Tel: 26981270, 9810154028
email: sm_sajid@rediffmail.com

Date: 21.11.2005



Inge Tveite
Counsellor (Dev)
For the Norwegian Embassy



Prof. S.M. Sajid
Dept. Of Social Work
Jamia Millia Islamia
(Coordinator)



Mr. S.M. Afzal
Registrar
(Authorised Signatory)
Jamia Millia Islamia