

**GOAL**

and

**[Insert company name]**

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CONTRACT FOR SERVICES

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**THIS AGREEMENT** is dated 06 May 2021

## **PARTIES**

- (1) **GOAL**, an international relief and development agency incorporated in Ireland as a company limited by guarantee and having its registered office at Carnegie House, Library Road, Dun Laoghaire, Co. Dublin, Ireland; (“**GOAL**”) and
- (2) [**Insert company name**] incorporated in [**insert country**] as a [**insert company type e.g. limited company**] and having its registered office at [**insert company address**] (the “**Consultant**”).

## **AGREED TERMS**

### **1. Interpretation**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

**Board:** the board of directors of the Consultant (including any committee of the board duly appointed by it).

**Capacity:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

**Commencement Date:** [**enter date, make sure month is written in words**]

**Confidential Information:** information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) of a confidential nature including, without limitation, information relating to the business, products, programmes, affairs, finances, employees, sponsors, donors, key relationships, marketing information or business plans of GOAL for the time being confidential to GOAL and trade secrets including, without limitation, technical data and know-how relating to the business of GOAL or any of its business contacts.

**Contract Term:** is defined in clause 2.2.

**Engagement:** the engagement of the Consultant by GOAL on the terms of this agreement.

**GOAL Mission:** any GOAL humanitarian response mission in any part of the world and/or any other GOAL programme in respect of which the Services of the Consultant are engaged under the terms of this agreement.

**Intellectual Property Rights:** without limitation, patents, rights to Inventions, copyright and related rights, moral rights, trademarks and service marks, trade names, brand names, certification marks, business names, logos and domain names, rights to goodwill or to sue for passing off, rights in the nature of unfair competition, rights in designs, rights in computer software, [**semiconductor topography rights**], database rights, *sui generis* rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

**Invention:** any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

**Per Diem:** a daily allowance payable to the Consultant in accordance with clause 7.2.

**Recoverable Expenses:** expenses properly and necessarily incurred in respect of the Services, which may be recovered from GOAL strictly in accordance with clause 7.1:

**Services:** the services to be provided by the Consultant in a consultancy capacity for GOAL are set out in clause 3 and as more particularly described in the Annex to this agreement.

**Termination Date:** the date of termination of this agreement howsoever arising.

**Works:** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 A reference to GOAL shall include any company of which it is a subsidiary (its holding company) and any subsidiaries of GOAL or of any such holding company.
- 1.3 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 A reference to one gender includes a reference to the other gender.
- 1.6 The Annexes to this agreement form part of (and are incorporated into) this agreement.

## 2. **Term of Engagement**

- 2.1 GOAL shall engage the Consultant and the Consultant shall provide the Services strictly in accordance with the terms of this agreement.
- 2.2 The Engagement shall be deemed to have commenced on the Commencement Date and shall continue for a period of 1 (one) year (the “**Contract Term**”) unless, and until, terminated:
  - (a) as provided by the terms of this agreement; or
  - (b) by either party giving to the other not less than 1 months’ prior written notice.

## 3. **Duties**

- 3.1 During the Engagement, the Consultant shall:
  - (a) provide the Services with all due care, skill and ability and use its best endeavours to promote the interests of GOAL;
  - (b) devote as much time as is necessary to carrying out the deliverables outlined in the Annex to this agreement;
  - (c) promptly give to GOAL all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the operations of GOAL;
  - (d) promptly notify GOAL of any actual or potential conflict of interest that may arise in the Consultant providing any services that may be similar in nature to the Services as set out in this agreement or if advising another international relief and development agency; and

(e) act in accordance with the instructions the relevant GOAL [insert relevant staff member title] in performing the Services

3.2 If the Consultant is unable to provide the Services due to illness or injury of its personnel it shall advise GOAL of that fact as soon as reasonably practicable and shall provide such evidence of illness or injury of its personnel as GOAL may reasonably require. The Consultant shall provide suitable replacement personnel as necessary during the period when other Consultant personnel are unable to provide the Services. Any such replacement personnel of the Consultant would be subject to prior written agreement from GOAL. For the avoidance of doubt, no fee shall be payable in accordance with Clause 6 in respect of any period during which the Services are not provided because of such illness or injury.

3.3 The Consultant shall use reasonable endeavours to ensure that it, or any agent it engages is available at all times on reasonable notice to provide such assistance or information as GOAL may require.

3.4 Unless it has been specifically authorised to do so by GOAL in writing, the Consultant shall not:

(a) have any authority to incur any expenditure in the name of or for the account of GOAL; or

(b) hold itself out as having authority to bind GOAL.

#### 4. Health, Safety and Security

4.1 The Consultant shall comply with all reasonable standards of safety and comply with GOAL's health, safety and security rules and procedures from time to time in force and report to GOAL any unsafe working conditions or practices.

4.2 The Consultant shall not either wilfully or recklessly do or omit to do anything that could put its personnel's health, safety or security or that of any other person (including, but not limited to, other GOAL consultants or GOAL staff) at risk. Wilful non-compliance with GOAL's [HQ Safety Statement or Security Manual delete as applicable] may give rise to termination of this agreement pursuant to clause 16.1(b).

#### 5. GOAL Policies

5.1 The Consultant shall at all times comply with GOAL policies, including, without limitation, the following, copies of which have been made available to it:

(a) Code of Conduct;

(b) PSEA Policy;

(c) Child and Adult Safeguarding Policy;

(d) Conflict of Interest Policy;

(e) Anti-Fraud Policy;

(f) Whistleblowing Policy;

(g) IT Acceptable Use Policy;

(h) Expenses Policy;

(i) HQ Safety Statement or Security Manual (delete as applicable); and

(j) Data Protection Policy.

- 5.2 The Consultant acknowledges that the aforementioned policies may be amended by GOAL from time to time and, upon notification to the Consultant, it shall comply with such amended policies.
- 5.3 Failure to comply with GOAL policies may lead to termination of this agreement pursuant to clause 16.1(b).

## 6. Fees

- 6.1 In consideration of the provision of the Services during the Engagement, GOAL shall within 30 days of receipt of an invoice submitted in accordance with clause 6.3 pay to the Consultant its fees in [insert currency and amount in words and numbers] including VAT for the Services performed [for each applicable month of the Contract Term/per the deliverables in the Annex (delete as applicable)]. For the avoidance of doubt, the total amount of fees payable to the Consultant under this agreement shall be [insert currency and amount in words and numbers] including VAT. [GOAL is responsible for the payment of any Withholding Tax which may arise (delete if not applicable)]. No additional fees or premium rate shall be payable for the Services outside ordinary business hours or public holidays and the Consultant expressly acknowledges that due to the nature of the Services, it may be required to provide the Services outside ordinary business, which includes weekends.
- 6.2 At the end of each month the Consultant shall submit to [insert method of submitting the invoice] an invoice which gives details of the Services which have been provided and the amount of the fee payable (plus VAT, if applicable) for such Services during that month.
- 6.3 GOAL shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to GOAL or any Group Company at any time.
- 6.4 Payments by GOAL shall be made directly into the Consultant's bank account, details of which are as follows:

Account Name:  
Bank:  
IBAN:

## 7. Expenses

- 7.1 GOAL shall reimburse all reasonable Recoverable Expenses (as defined) properly and necessarily incurred by the Consultant in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment provided that such payments may only be made in accordance with GOAL's expenses policy, as amended from time to time and notified to the Consultant.
- 7.2 (delete if not applicable) GOAL shall also pay to the Consultant a per diem in the amount of [enter currency and amount in words and numbers] for each day [insert conditions for qualification for per diem payment] For the avoidance of doubt, the Consultant shall not be entitled to claim per diems in respect of days where personnel work in their [city/country (delete as applicable)] of domicile.
- 7.3 (delete if not applicable) GOAL shall only provide transport to or from field sites as well as accommodation for personnel of the Consultant in respect of days worked outside their [city/country (delete as applicable)] for the duration of any GOAL Mission.
- 7.4 Where personnel of the Consultant are required to travel, the Consultant shall promptly inform GOAL of the proposed travel dates so that flights and, where necessary, accommodation can be pre-approved by GOAL and if required, arranged through GOAL's travel agents where a more reasonable fee is available. The Consultant shall not incur any expenses in booking flights and/or accommodation or in changing such arrangements unless expressly requested to do so or given prior approval in writing by GOAL.

**8. Equipment/ Communications**

The Consultant is responsible for providing all IT and communication devices required. The Consultant undertakes to use the most cost-effective means of communication when the costs are to be charged to GOAL. This includes use of Skype, TEAMS and similar providers.

**9. Driving and Local Transport**

The Consultant must wear a seat belt at all times while travelling in a GOAL vehicle or any other vehicle providing transportation in the context of a GOAL Mission. The Consultant is strictly forbidden from driving any vehicle owned or hired by GOAL.

**10. Media and Communications**

The Consultant (and any personnel) shall not comment or make any representation to the media, official bodies and/or agencies, host governments or on social media on the policy or views or any of the business or activities of GOAL without having first obtained the express written permission of the Country Director and/ or GOAL Head Office (Dublin) as applicable.

**11. Other Activities**

As an independent contractor, nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that such activity does not cause a breach of any of the Consultant's obligations under this agreement.

**12. Confidential Information and Company Property**

12.1 The Consultant acknowledges that in the course of the Engagement it shall have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 12.

12.2 The Consultant shall not (except in the proper course of its duties) either during the Engagement or at any time after the Termination Date, use or disclose to any person, firm or company (and shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by GOAL or required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

12.3 All documents, manuals, hardware and software provided for the Consultant's use by GOAL, and any data or documents (including copies) produced, maintained or stored on GOAL's computer systems or other electronic equipment (including mobile phones if provided by GOAL), remain the property of GOAL and shall immediately be returned to GOAL (or, if so requested by GOAL, destroyed) upon termination of this agreement.

12.4 This obligation of confidentiality shall continue after the cessation of the provision of the Service by the Consultant to GOAL.

12.5 The Consultant and/or the Consultant's personnel or contractors may be allowed unsupervised access to the GOAL premises as a necessary part of the provision of the Services by the Consultant to GOAL. Additional security measures shall therefore be necessary in order that the Consultant may maintain best information security practice. The Consultant agrees to ensure that its personnel and contractors have security checks and training carried out and such checks and training in respect of the

Consultant's personnel and contractors are adequate given such unsupervised access, before access is granted.

12.6 The Consultant agrees that in consideration of GOAL selecting the Consultant to provide Services and being granted access to GOAL premises, the Consultant shall comply and shall ensure that its agents, the Consultant's personnel, contractors and any replacements shall comply with the confidentiality and security arrangements set out in this agreement.

13. **Insurance**

The Consultant shall maintain during the Engagement insurance coverage of the type(s) and in amount(s) reasonably appropriate to conduct its business, including but not limited to claims arising out of the Services and personal injury claims. The Consultant shall promptly provide evidence of such insurance to GOAL on or about the Commencement Date.

14. **Intellectual Property**

14.1 In consideration for \$1, receipt of which is hereby acknowledged, the Consultant agrees to the provisions of this clause 14.

14.2 The Consultant hereby assigns to GOAL all future Intellectual Property Rights in the Works and the Inventions and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this agreement, the Consultant holds legal title in such rights and inventions on trust for GOAL.

14.3 On any Works and Inventions developed by the Consultant as part of the terms of this agreement, the Consultant undertakes:

- (a) to notify to GOAL in writing full details of any Works and Inventions promptly on their creation;
- (b) to keep confidential details of all such Works and Inventions;
- (c) whenever requested to do so by GOAL and in any event on the termination of the Engagement, promptly to deliver to GOAL all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its possession, custody or power;
- (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by GOAL; and
- (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or shall pass, to GOAL.

14.4 The Consultant warrants to GOAL that:

- (a) it has not given and nor shall it give permission to any third party to use any of the Works or Inventions, nor any of the Intellectual Property Rights in the Works;
- (b) it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- (c) the use of the Works or the Intellectual Property Rights in the Works by GOAL shall not infringe the rights of any third party.

14.5 The Consultant waives any moral rights in the Works to which it may at any future time be entitled in accordance with the Copyright and Related Rights Act 2000 or any similar rights in any jurisdiction,

including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials, infringes the Consultant's moral rights.

14.6 The Consultant acknowledges that no further fee or compensation other than that provided for in this clause 14 is or may become due to the Consultant in respect of the performance of its obligations under this clause 14.

## 15. **Indemnity and Waiver**

15.1 The Consultant hereby irrevocably and unconditionally agrees to indemnify and keep indemnified GOAL together with its officers, personnel, agents and consultants against all losses, costs, demands, damages, actions, expenses and claims howsoever incurred by GOAL as a consequence or arising out acts or omissions of the Consultant or acts or omissions of the Consultant's personnel; contractors; and/or agents in providing the Services or while on a GOAL Mission, provided that this indemnity shall not be relied upon by the GOAL in respect of any fraudulent act committed by GOAL.

15.2 The Consultant hereby waives and wholly abandons any action or claim whatsoever that the Consultant (or its directors, officers, personnel, agents and consultants) have or may in the future have against GOAL and/or any of its officers, employees, agents and consultants in respect of any loss or damage (including injury, serious illness or death) arising directly or indirectly out of the Engagement (including but not limited to in-transit journeys to and from any GOAL Mission), other than in respect of any fraudulent act committed by GOAL.

## 16. **Termination**

16.1 Notwithstanding the provisions of clause 2.2, GOAL may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued prior to the Termination Date) if at any time the Consultant:

- (a) is guilty of gross misconduct affecting the operations of GOAL; or
- (b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of GOAL, including failure to comply with GOAL Policies; or
- (c) is in breach of any legislation or its Board or officers are convicted of any criminal offence; or
- (d) is in the reasonable opinion of GOAL negligent and incompetent in the performance of the Services; or
- (e) a receiver, administrative receiver, administrator or similar officer is appointed over all or any part of the assets or undertaking of the Consultant and is not discharged within 60 days of such appointment; or
- (f) shall go into liquidation, or enter into an amalgamation or reconstruction or similar arrangement with another corporate entity; or
- (g) is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 90 working days in any 52 week consecutive period and all personnel of the Consultant and any contractors or agents of the Consultant are similarly unable to provide the Services; or



- (h) is guilty of any fraud, misrepresentation, or dishonesty or acts in any manner which in the sole opinion of GOAL brings or is likely to bring the Consultant or GOAL into disrepute or is materially adverse to the interests of GOAL.

16.2 The rights of GOAL under clause 16.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant as having brought the agreement to an end. Any delay by GOAL in exercising its rights to terminate shall not constitute a waiver thereof.

## 17. **Obligations upon Termination**

On the Termination Date the Consultant shall immediately deliver to GOAL all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of GOAL or its business contacts together with any GOAL ID and any keys, and any other property of GOAL, which is in its possession or under its control;

## 18. **Restrictions**

18.1 The Consultant agrees that, during the Engagement and for six months afterwards the Consultant and any of its personnel shall not, either directly or indirectly:

- (a) enter into competition with GOAL;
- (b) solicit the custom of or entice away from GOAL funding from any donor who is or was a donor of GOAL at any time during the twelve month period immediately preceding the date on which the Engagement terminated and with whom the Consultant dealt during the said twelve month period;
- (c) solicit the services of or entice away from GOAL or engage, whether on its own behalf or on behalf of others, any person who is or was in a staff capacity of GOAL at any time during the twelve month period immediately preceding the date on which the Engagement terminated.

18.2 The Consultant hereby acknowledges that the restrictions in this clause 18 are separate and severable and are fair and reasonable in all the circumstances. If any of the restrictions are adjudged by a court of competent jurisdiction to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the GOAL but would be reasonable if any particular restriction or restrictions, or part of their wording, were deleted, such restrictions shall apply with such deletion as may be necessary to make them valid and effective.

## 19. **Status**

19.1 The relationship of the Consultant to GOAL shall be that of independent contractor and nothing in this agreement shall render the Consultant's personnel employees or workers of GOAL. Similarly, nothing in this agreement shall render the Consultant an agent or partner of GOAL and the Consultant shall not hold itself out as such.

19.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify GOAL for and in respect of:

- (a) any income tax, social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law. The Consultant shall further indemnify GOAL against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by GOAL in connection with or in consequence of any such liability, deduction, contribution,

assessment or claim other than where the latter arise out of GOAL's negligence or wilful default;

- (b) any liability for any engagement-related claim or any claim based on worker status brought by the Consultant against GOAL arising out of or in connection with the provision of the Services.

19.3 GOAL may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

19.4 This clause 19 should be read in conjunction with clause 15 above.

## 20. **Notices**

20.1 Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of GOAL) its registered office and (in the case of the Consultant) their last known address. Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and

20.2 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

## 21. **Severance**

If any term, provision, covenant or restriction of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this agreement shall continue in full force and effect.

## 22. **No waiver**

No failure or delay by GOAL in exercising any remedy, right, power or privilege under or in relation to this agreement or at law shall operate as a waiver of the same nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

## 23. **Entire Agreement**

Each party on behalf of itself acknowledges and agrees with the other party that this agreement constitutes the entire agreement and understanding between the Consultant and supersedes any previous agreement (whether written or oral) between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent).

## 24. **Variation**

No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

25. **Counterparts**

This agreement may be executed in any number of counterparts, each of which, when executed shall be an original, and all the counterparts together shall constitute one and the same instrument.

26. **Governing Law and Jurisdiction**

26.1 This agreement shall be governed by and construed in accordance with **Irish law.**

26.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the Irish courts over any claim or matter arising under or in connection with this agreement.

**Annex: SCHEDULE OF SERVICES**

**Terms of Reference**

**Overview / Objectives of the Consultancy Services:**

**Main Outcomes:**

**Deliverables:**

**Timeline:**

**- End of Schedule of Services -**

This agreement has been entered into effective from the Commencement Date stated above.

Signed by [insert GOAL representative name] .....  
for and on behalf of **GOAL**

Signed by [insert company representative name] .....  
For and on behalf of [insert company name]