

GOAL

and

[Insert company name]

Consultant

SAMPLE

CONTRACT FOR SERVICES

THIS AGREEMENT is dated [] (the “**Agreement**”).

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: [**INSERT COMMENCEMENT DATE**].

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.

Force Majeure: means Acts of God, strikes, lockouts, discontinuation or termination of donor funding, laws or regulations of operating country, industrial disturbances, acts of the public enemy, civil disturbances, act of war (whether declared or not), explosions blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, and any other similar unforeseeable events which are beyond the parties' control and cannot be overcome by due diligence.

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, 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 now or subsist 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.

Personnel means the relevant personnel appointed by the Consultant to carry out the Services on its behalf and approved by GOAL prior to the Commencement Date.

[Recoverable Expenses means expenses incurred in respect of the following, which may be recovered from GOAL in accordance with clause 8.1:

- Costs of necessary pre-departure inoculations, malaria prophylaxis prescribed for overseas postings, pre-departure and post-exposure/ annual medicals as appropriate;
- Costs of immigration requirements (visas and work permits); and
- Any other expenses allowable under the terms of GOAL's expense and per diem policy (as amended from time to time) for GOAL international staff.]¹

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

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 schedules 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 in accordance with the terms of this Agreement.
 - 2.2 The Engagement shall commence² on the Commencement Date and shall continue for a period of [insert relevant period in number of weeks, calendar months or years as appropriate] (the "Contract Term") unless and until terminated:
 - (a) as provided by the terms of this Agreement; or
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- (b) by either party giving to the other not less than [1 months³] 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) ensure its Personnel devote at least [insert relevant number of working days per week] to the carrying out of the Services together with such additional time if any as may be necessary for their proper performance 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;
- (c) 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
- (d) act in accordance with the instructions of [GOAL's [insert title of relevant GOAL personnel]] in performing the Services.

3.2 If the Personnel appointed by the Consultant on the Commencement Date are unable to provide the Services due to illness or injury, it shall advise GOAL of that fact as soon as reasonably practicable and shall provide such evidence of illness or injury of such Personnel as GOAL may reasonably require. The Consultant shall provide suitable replacement Personnel approved in writing by GOAL to perform the Services on its behalf. For the avoidance of doubt, no fee shall be payable to the Consultant in accordance with Clause 7 in respect of any period during which the Services are not provided because of such illness or injury of Personnel.

3.3 The Consultant shall use reasonable endeavours to ensure that it, or any Personnel 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 and Personnel shall not:

- (a) have any authority to incur any expenditure in the name of or for the account of GOAL; or
- (b) hold itself or himself/herself (as applicable) out as having authority to bind GOAL.

4. Health, Safety and Security

4.1 The Consultant shall, and ensure its Personnel, comply with all reasonable standards of safety and comply with GOAL's health, safety and security rules and procedures as notified by GOAL to the Consultant from time to time that are in force and report to GOAL any unsafe working conditions or practices.

4.2 The Consultant acknowledges that it has accepted this engagement entirely at its own risk, and in the knowledge and understanding that the engagement [will/may]⁴ require its Personnel to travel to and

⁴ Amend as appropriate.

work in locations where there is [war and/or civil unrest⁵] and in respect of which an Irish governmental travel warning may exist. The Consultant hereby warrants and represents that its Personnel are experienced in working in such challenging environments and acknowledges and accepts that health, welfare and security of its Personnel is primarily its own responsibility and undertakes to ensure its Personnel have good personal health, welfare and security awareness.

The Consultant shall ensure its Personnel complete any security briefings GOAL organises before or during a GOAL Mission and shall read and comply with all GOAL safety and security policy documents and the relevant GOAL country safety, security and evacuation plans as amended and updated from time to time. The Consultant agrees to ensure its Personnel follows all safety and security directives, guidelines, rules and procedures devised by GOAL, as amended from time to time, as well as all reasonable instructions issued by the relevant GOAL Country Management Team, GOAL HQ Management team and/or GOAL's Global Security Advisor. The Consultant shall ensure that its Personnel do not travel outside the geographic area of work designated by GOAL in the context of any specific GOAL Mission from time to time without express permission from the Humanitarian Advisor appointed by GOAL and authorisation from GOAL's insurers and GOAL's Global Security Advisor, where appropriate.

- 4.3 The Consultant shall ensure that its Personnel do not either wilfully or recklessly do or omit to do anything that could put their 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 the HQ Safety Statement or Security Manual (*delete as applicable*) or any other health, safety and security policies and procedures that GOAL may have in place may give rise to termination of this Agreement pursuant to clause 18.1(b).

5. GOAL Policies

5.1 The Consultant and Personnel 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) Child Protection Policy;
- (e) Conflict of Interest Policy;
- (f) Anti-Fraud Policy;
- (g) Whistleblowing Policy;
- (h) IT Acceptable Use Policy;
- (i) Expenses Policy;
- (j) HQ Safety Statement or Security Manual (*delete as applicable*); and
- (k) Data Protection Policy.

⁵ This may need to be expanded or amended to cover different scenarios e.g. natural disaster zones, Ebola outbreak zones etc.

(l) Social Media and Online Messaging Policy 2020

5.2 The Consultant acknowledges that the aforementioned policies may be amended, supplemented or superseded by GOAL from time to time and, upon notification to the Consultant, it and the Personnel shall comply with such amended, supplemented or superseded policies or any additional policies of GOAL that come into effect after the Commencement Date.

5.3 Failure to comply with GOAL policies may lead to termination of this Agreement pursuant to clause 18.1(b).

6. Briefing, Debriefing, Visas, Work Permits and Medical Clearance

6.1 The Consultant will ensure its Personnel attend any pre-departure briefing and training sessions as required by GOAL and complete handover notes, debrief forms and take part in any debriefing sessions required by GOAL upon return from a GOAL Mission.

6.2 The Consultant shall make all necessary arrangements to obtain required Visas and work permits for its Personnel for each GOAL Mission country of assignment for which the services of the Consultant are required and GOAL shall provide all reasonable assistance in this regard.

6.3 The Consultant will ensure its Personnel complete a pre-departure medical and dental screening at a facility agreed with GOAL and get written confirmation from the registered medical practitioner and dentist that he is medically and dentally fit for overseas work. The Consultant must ensure that its Personnel take adequate medical precautions before and during any GOAL Mission, for example keeping vaccinations up to date and taking the recommended malaria prophylaxis (at Personnel's own risk and in accordance with medical advice). All Personnel must complete a post-exposure medical annually, or upon completing work with GOAL, whichever is sooner.⁶

7. Fees

7.1 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 7.2 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 set out in the Schedule [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 of 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 of ordinary business, which includes weekends and evenings when on a GOAL Mission overseas.

7.2 At the end of each month during the Engagement, the Consultant shall submit to GOAL by [insert method of submitting the invoice] an invoice which gives details of the hours which the Personnel of the Consultant have worked, the Services which have been provided and the amount of the fee payable (plus VAT, if applicable) for such Services during that month. The Consultant shall also provide completed GOAL timesheets showing days worked by the Personnel with each monthly invoice, such timesheets to be signed by the Consultant and counter-signed by GOAL's Humanitarian Advisor.

7.3 No additional fees or premium rate shall be payable for performing the Services outside ordinary business hours or public holidays and the Consultant expressly acknowledges that due to the nature of the Services, its Personnel may be required to work outside ordinary business, which includes

weekends and evenings, when on a GOAL Mission overseas. No annual leave entitlement will be accrued.

7.4 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 company within the GOAL group at any time.

7.5 Payments by GOAL shall be made directly into the Consultant's bank account, details of which are as follows:

Account Name:

Bank:

IBAN:

7.6 Notwithstanding the other provisions of this clause, where the Consultant is required to provide a final report in respect of a particular project in respect of which its Services are required under this Agreement, any outstanding payment owed by GOAL to the Consultant in respect of providing such a report shall not be made by GOAL to the Consultant until such final report is provided in a form acceptable to GOAL.

7.7 **[OPTIONAL CLAUSE: DELETE IF NOT RELEVANT TO THE CONSULTANCY AT HAND: The Consultant hereby acknowledges that, due to the nature of the Services to be provided to GOAL under this Agreement, there may be some months where GOAL does not require his/her services and, where this is the case, no payment will be made by GOAL in respect of that month. GOAL shall provide the Consultant with [one months'] written notice informing him/her of the relevant months where GOAL does not require his/her services.]**

8. Expenses⁷

8.1 Subject to [clause 8.2] GOAL shall reimburse all reasonable Recoverable Expenses (as defined) properly and necessarily incurred by the Consultant and its Personnel 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.

8.2 GOAL shall provide transport to and from field sites as well as accommodation for the Personnel for the duration of any GOAL Mission.

8.3 [Where any Personnel are required to travel abroad to a GOAL Mission, he/she will promptly inform [GOAL's travel administrator] of his/her proposed travel dates so that flights and, where necessary, accommodation can be arranged through GOAL's travel agents at a reasonable fee. The Personnel shall not incur any expenses in booking flights or accommodation or in changing such arrangements unless expressly requested to do so or given prior approval in writing by GOAL.]⁸

9. Equipment/ Communications

The Consultant is responsible for providing all IT and communication devices required to its Personnel. 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.

⁸ Remove if flights are not going to be booked directly by GOAL.

10. **Driving and Local Transport**

All Personnel 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. All Personnel are strictly forbidden from driving any vehicle owned or hired by GOAL.

11. **Media and Communications**

The Consultant and its 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. The Consultant shall also comply with the terms of GOAL's Social Media and Online Messaging Policy.

12. **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.

13. **Confidential Information and Company Property**

13.1 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 13.

13.2 The Consultant shall not and ensure its Personnel 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.

13.3 All documents, manuals, hardware and software provided for the Consultant's and Personnel'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.

13.4 The Consultant and 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 Personnel and contractors are adequate given such unsupervised access, before access is granted.

13.5 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, Personnel, contractors and any replacements shall comply with the confidentiality and security arrangements set out in this Agreement.

13.6 This clause shall continue after the cessation of the provision of the Services by the Consultant and Personnel to GOAL or termination of this Agreement (whichever occurs first).

14. **[Data Protection**⁹

14.1 GOAL and the Consultant acknowledge that for the purposes of the Data Protection Act 1988 and 2003 (as amended, replaced or superseded) ("Data Protection Legislation"), GOAL is the Data Controller and the Consultant is the Data Processor of any Personal Data.

14.2 The Consultant shall:

- (a) process the Personal Data only to the extent, and in such a manner, as is necessary for the provision of the Services and in accordance with GOAL's instructions from time to time and shall not process the Personal Data for any other purpose;
- (b) promptly comply with any request from GOAL requiring the Consultant to amend, transfer or delete the Personal Data;
- (c) only collect any Personal Data on behalf of GOAL in accordance with Data Protection Legislation and shall inform the data subject of the identity of the Data Controller, the identity of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, processed to enable processing in respect of the data subject to be fair;
- (d) provide, at GOAL's request, a copy of all Personal Data held by it in the format and on the media reasonably specified by GOAL;
- (e) not disclose the Personal Data to any third party without the prior written consent of GOAL;
- (f) not transfer the Personal Data outside the European Economic Area without the prior written consent of GOAL; and
- (g) promptly inform GOAL if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Consultant will restore such Personal Data at its own expense.

14.3 If the Consultant receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation and the data protection principles set out in this Agreement, it shall immediately notify GOAL and it shall provide GOAL with full co-operation and assistance in relation to any such complaint, notice or communication.

14.4 The Consultant shall ensure:

- (a) that it takes reasonable steps to ensure the reliability of any of the Consultant's employees who have access to the Personal Data;
- (b) that access to the Personal Data is limited to:
 - (i) those employees who need access to the Personal Data to meet the Consultant's obligations under this Agreement; and

⁹ To be reviewed upon entry into consultancy to determine whether GOAL will transfer Personal Data to the Consultant in connection with the services to be provided.

- (ii) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties,
 - (c) that all of its employees involved with the Services:
 - (i) are informed of the confidential nature of the Personal Data;
 - (ii) have undertaken training in the laws relating to handling personal data; and
 - (iii) are aware both of the Consultant's duties and their personal duties and obligations under such laws and this Agreement.
- 14.5 If the Consultant receives a request from a Data Subject for access to that person's Personal Data, the Consultant shall:
 - (a) notify GOAL within two working days of receiving such a request;
 - (b) provide GOAL with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data; and
 - (c) not disclose the Personal Data to any Data Subject or to a third party other than at the request of GOAL or as provided for in this Agreement.
- 14.6 GOAL is entitled, on giving at least three working days' notice to the Consultant, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Consultant. This requirement to give notice will not apply if GOAL believes that the Consultant is in breach of any of its obligations under this clause 14.
- 14.7 The Consultant warrants that:
 - (a) it will process the Personal Data in compliance with Data Protection Legislation and all other applicable laws; and
 - (b) it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure GOAL's compliance with Data Protection Legislation.
- 14.8 The Consultant shall notify GOAL immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data and shall provide all assistance and cooperation to GOAL in connection with remediation activities required to be undertaken in connection with any such unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data.
- 14.9 The Consultant agrees to indemnify and keep indemnified and defend at its own expense GOAL against all costs, claims, damages or expenses incurred by GOAL or for which GOAL may become liable due to any failure by the Consultant or its employees or agents to comply with any of its obligations under this clause 14.
- 14.10 For the purposes of the Agreement, the following terms "Personal Data", "Data Controller", "Data Processor", "Processing", "Data Subject", shall have the same meaning as set out in Data Protection Legislation.]

15. Intellectual Property

- 15.1 In consideration for \$1, receipt of which is hereby acknowledged, the Consultant agrees to the provisions of this clause 15.

- 15.2 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.
- 15.3 In respect of 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.
- 15.4 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.
- 15.5 The Consultant waives any moral rights in the Works and Inventions 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, Inventions or other materials, infringes the Consultant's moral rights.
- 15.6 The Consultant acknowledges that no further fee or compensation other than that provided for in this clause 15 is or may become due to the Consultant in respect of the performance of its obligations under this clause 15.
- 15.7 The Consultant undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of GOAL, at any time either during or after the Engagement, as may, in the opinion of GOAL, be necessary or desirable to vest the Intellectual Property Rights in, and to register or obtain patents or registered designs in, the name of GOAL and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.
- 15.8 The Consultant hereby irrevocably appoints GOAL to be its attorney to execute any such instrument or do any such thing and generally to use its name for the purpose of giving GOAL or its nominee the benefit of this clause 15 and acknowledges in favour of a third party that a certificate in writing signed

by any director or the secretary of GOAL that any instrument or act falls within the authority conferred by this clause 15.8 shall be conclusive evidence that such is the case.

16. **Insurance and Liability**¹⁰

- 16.1 The Consultant shall have personal liability for any loss, liability or costs (including reasonable legal costs) incurred by GOAL in connection with the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive insurance policies in respect of the provision of the Services (“Insurance Policies”).
- 16.2 The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to GOAL and that the level of cover and other terms of insurance are acceptable to and agreed by GOAL.
- 16.3 The Consultant shall on request supply to GOAL copies of such Insurance Policies and evidence that the relevant premiums have been paid on the Commencement Date.
- 16.4 The Consultant shall notify the insurers of GOAL's interest and shall cause such interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by GOAL against the Consultant in respect of which the Consultant would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify GOAL directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify GOAL, the Consultant shall use all insurance monies received by him to indemnify GOAL in respect of any claim and shall make good any deficiency from his own resources.
- 16.5 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify GOAL without delay.

17. **Indemnity and Waiver**

- 17.1 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.
- 17.2 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.

18. **Termination**

- 18.1 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

¹⁰ If, in exceptional circumstances, a consultant is to be covered by GOAL insurance while overseas, please contact GOAL HQ Head of HR re Insurance cover and legal counsel re appropriate language to be used here.

amounts accrued prior to the Termination Date) if at any time the Consultant or any Personnel (as applicable):

- (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 fail a standard anti-terrorist check; 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) goes into liquidation, or enter into an amalgamation or reconstruction or similar arrangement with another corporate entity; or
- (g) is incapacitated from providing the Services for an aggregate period of 90 working days in any 52 week consecutive period or the relevant pro rata aggregate period if the Engagement is less than 52 weeks and all Personnel or 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.

18.2 The rights of GOAL under clause 18.1 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.

19. **Obligations upon Termination**

On the Termination Date the Consultant shall:

- (a) 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 his GOAL ID and any keys, and any other property of GOAL, which is in his possession or under its control or the control of its Personnel;
- (b) irretrievably delete any information relating to the business of GOAL stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of GOAL; and
- (c) provide a signed statement or email to GOAL confirming that it has complied fully with its obligations under this clause 19.

20. Restrictions

- 20.1 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.
- 20.2 The Consultant hereby acknowledges that the restrictions in this clause 20 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.

21. Status

- 21.1 The relationship of the Consultant to GOAL shall be that of independent contractor and nothing in this Agreement shall render the 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.
- 21.2 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; and
 - (b) any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant against GOAL arising out of or in connection with the provision of the Services
- 21.3 GOAL may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.
- 21.4 This clause 21 should be read in conjunction with clause 17 above.

22. Notices

- 22.1 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 for the time being and (in the case of the Consultant) his last known address, or by sending it by email to the email address notified by the relevant party to the other party on the Commencement Date. 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
- (c) in the case of email, at the time of transmission.

22.2 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 or that the notice was transmitted by email to the email address of the relevant party.

23. **Force Majeure**

23.1 In the event of and as soon as possible and no later than fifteen (15) days after the occurrence of any cause constituting Force Majeure, the Consultant shall give notice and full particulars in writing to GOAL of such occurrence or change if the Consultant is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The Consultant shall also notify GOAL of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this article, GOAL shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Consultant of a reasonable extension of time in which to perform its obligations under this Agreement, or termination of the Agreement if any delay will force an extension to the delivery schedule.

23.2 Notwithstanding anything to the contrary in this Agreement, the Consultant recognizes that the work and services may be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in itself, constitute Force Majeure under this Agreement

24. **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.

25. **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.

26. **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).

27. **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.

28. **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.

29. **Governing Law and Jurisdiction**

29.1 This Agreement shall be governed by and construed in accordance with **Irish law**.

29.2 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.

SAMPLE

SCHEDULE OF SERVICES

Terms of Reference

Overview / Objectives of the Consultancy Services:

Main Outcomes:

Deliverables:

Timeline:

- End of Schedule of Services -

SAMPLE

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]

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