

# Contract for Consultancy Services

**THIS CONTRACT is made**

**BETWEEN**

Ev-K2-CNR Committee, Via San Bernardino No. 145, 24126 Bergamo (Italy)

**AND**

Dr. Mohammed Ali Nawaz, born on February 27, 1972. ID card # 61101-7349164-5

Together referred to as "the Parties".

## **WHEREAS:**

- A. Ev-K2-CNR Committee requires the Consultant to provide the services as defined below to Ev-K2-CNR Committee ("the Recipient");

and

- B. The Consultant agrees to provide the Services on the terms and conditions set out in this Contract

## **IT IS HEREBY AGREED as follows:**

1. This Contract constitutes the entire agreement between the Parties in respect of the Consultants obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 1
2. The Consultant must deliver to the Recipient, by and not later than December 24<sup>th</sup>, a study for the Management Plan for Central Karakorum National Park following the terms of reference enlisted below.
3. The consultant shall present and discuss the work in progress during internal meetings each month from November to December in two meetings together with Dr. Bastian Flury and Dr. Babar Khan.
4. The Consultant shall present and follow the institutional and public presentations of the deliverable - which is subject of this contract – under explicit request and with the support of Mr. Bastian Flury for Ev-K2-CNR Committee until the expiry date of the present contract.

## **TERMS OF REFERENCE**

Dr. Mohammed Ali Nawaz (Director Snow Leopard Trust) will liaise with Mr. Babar Khan (Manager Conservation/Head Gilgit Baltistan, WWF Pakistan) for the completion of this assignment. Mr. Babar Khan will be available for clarifications and discussions by email and skype, as well as during a meeting to be held every month (in total: 2 times during this assignment, as stated in point 3 above). If required, Mr. Babar Khan could ask Mr. Mohammed Iqbal (WWF Pakistan) who has developed the valley level conservation plans to obtain additional data in the field required for the successful completion of this assignment. Mr. Bastian Flury shall coordinate the work on behalf of Ev-K2-CNR Committee.

**Starting from 23th October 2009 till 16th December 2009:**

- 1. Develop a roadmap for the development of the SD master plan (components and draft timeline), based on the Level 1 framework, including:**
  - a. A suitable standard format and structure for the development of new conservation plans
  - b. Systematic collocation of all currently existing data, information and existing regulations used
- 2. Concept note for management-oriented research and environmental monitoring for CKNP and buffer zone**
  - a. Propose research areas, extent and detail of data
  - b. Propose methodologies for monitoring

*Some ideas (draft concept note) for 2) should be available as a basis for discussion first week of November*

**Starting from Second week of November till 16th December 2009:**

- 3. Development of an advanced draft of the CKNP management plan based on an assessment of the status and available data/information at this point in time**
  - a. Review and incorporate the information from the available conservation plans into the final CKNP management plan

*This point is first priority. The details and extent of the work will be assessed in a meeting during first week of November*

- 4. Development of draft key regulation for CKNP Bufferzone areas**

#### **CONDITIONS**

- A. Ev-K2-CNR Committee will make full payment for services upon satisfactory completion of the services. The Total contract amount is 498,000.00 PKR (Pakistani Rupees). Payment will be made pursuant to itemized invoices submitted with a signed voucher. Payment will be made in 3 (three) installments:
  - 30% in advance;
  - 50% after work delivery
  - 20% on May 30th 2010.

The tentative budget allocation for these ToRs is provided below:

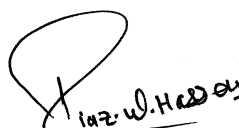
<b>Activity</b>	<b>LoE</b>
Assessment of work Required to Draft CKNP Plan	2
Development of Advanced Draft CKNP Management Plan	8
Review and incorporate work done on Valley Conservation Plans	5
Draft key regulations for CKNP buffer zones	5
Development of road map for SD master plan	6
Concept note for research and monitoring in CKNP	4
<b>Total LoE</b>	<b>30</b>
Rate (PKR)	16,660.00
<b>Total cost</b>	<b>498,000.00</b>

Accommodation costs and travels tickets only for the institutional presentations (agreed with Mr. Bastian Flury as per point 4 above) from December up to May will be reimbursed in addition to a daily compensation for meetings and presentations of **12'500 PKR** (Pakistani Rupees)


- B. The Consultant agrees to indemnify and hold Ev-K2-CNR Committee and its employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of Ev-K2-CNR Committee, or its employees.
- C. Any documents produced and published under this Agreement must bear the logo of Ev-K2-CNR Committee
- D. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent, or employee of Ev-K2-CNR Committee
- E. This agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this agreement may be terminated by Ev-K2-CNR Committee at any time with or without notice. Upon termination Ev-K2-CNR Committee may take over the work and may award another party an agreement to complete the work under this agreement.
- F. This agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- G. This agreement shall be governed by and construed in accordance with the laws of Italy and Pakistan.
- H. The Consultant will comply with all national or local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this agreement, and will be solely responsible for obtaining current information on such requirements.
- I. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of Ev-K2-CNR Committee.

- J. In the event that any court of competent jurisdiction shall hold any provision of this agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- K. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
- L. The present Agreement will expire on 30th May 2010.

The parties signify their agreement effective from the date above first written by the signatures affixed below.



The Recipient  
EV-K2-CNR Committee



The Consultant  
Dr. Mohammed Ali Nawaz

Islamabad, November 23<sup>rd</sup> 2009