

CONSULTANCY AGREEMENT

Between
World Organisation for Animal Health (WOAH, founded as OIE)
and
Name and SURNAME of Consultant

It is hereby agreed as follows:

1. SCOPE OF SERVICES

Name and SURNAME of Consultant (the “Consultant”), shall provide the services as described in Annex 1 (Scope of Work).

2. TIMING AND DURATION

This Agreement shall become effective on or about [date] and end on [date]. This term may be modified, subject to the written approval of the parties.

The Consultant shall perform the services, functions, responsibilities, tasks and Deliverables described in this Agreement (the “Services”) and shall provide reports, documents or other types of outputs (“Deliverables”) as required by WOAH, in accordance with Annex 1.

3. COMPENSATION

3.1 PROFESSIONAL FEES

In consideration for the obligations undertaken by the Consultant and the Services satisfactorily performed by the Consultant, and subject to the terms and conditions of this Agreement, WOAH agrees to pay the Consultant through bank transfer EUR [amount] (amount in words) per day actually worked. The effective working period agreed upon for the Services corresponds to a maximum of [number of days] for a total amount payable of EUR [amount] (amount in words).

Payments to the Consultant shall be made as follows:

- i. a first tranche payment of EUR [amount] (amount in words) shall be made written validation by WOAH of [insert deliverable, such as report or other tangible work product], based on the number of person-days actually worked by the Consultant;
- ii. a second tranche payment shall be made upon written validation by WOAH of the [insert deliverable, such as report or other tangible work product], based on the number of person-days actually worked by the Consultant;
- iii. a final tranche payment shall be made upon validation by WOAH of a [insert deliverable, such as report or other tangible work product], based on the number of person-days actually worked by the Consultant.

The total amount paid across all tranches shall not exceed XX person-days at EUR XX per day.

Each tranche payment will be subject to the receipt of the corresponding undisputed invoice. WOAH will raise any concern as to an invoice within 10 working days of receipt. WOAH will proceed to the payment of undisputed invoices within 45 days of their receipt. All invoices shall be sent to accountspayable@woah.org.

There shall be no payment for any period of absence such as national holidays, sick leave or annual leave, nor for overtime.

3.2 REIMBURSABLE COSTS

If WOAH determines that travel by the Consultant is required, the rules defined in the Financial Policy Framework, including:

- 1) Air or train tickets (economy class) will be provided by WOAAH or will be purchased by the Consultant and reimbursed by WOAAH (on the basis of a capped amount which shall be communicated in due course by WOAAH to the Consultant), whichever option is most convenient and economical.
- 2) Terminal expenses will be reimbursed on the basis of original receipts and bank statements justifying claimed expenses and charges.

WOAH will provide a daily subsistence allowance based on a per-diem of **EUR XXX**, as follows, subject to the presentation of evidence of the number of nights spent (hotel invoice):

- 1) the number of per diems is equal to the number of nights;
- 2) a round trip made the same day gives entitlement to half a per-diem;
- 3) in countries and/or cities where hotel prices are manifestly high (in which case documentary evidence should be provided) and the price of the hotel room exceeds half a per-diem, the hotel expenses, excluding breakfast and personal expenses, can be reimbursed by WOAAH on presentation of the invoice; the Consultant shall then receive only half a per diem for each night invoiced by the hotel.

The Consultant shall be reimbursed within a reasonable time after receipt of the relevant documentation.

4. RELATIONSHIP BETWEEN THE PARTIES

The Consultant will perform all of his/her obligations under this Agreement as an independent Consultant. Nothing in this Agreement shall be deemed to create or constitute an employer-employee, principal-agent, partnership, or joint venture relationship among the parties.

5. WARRANTIES AND INDEMNIFICATION

The Consultant warrants that at the date of signing of this Agreement, no conflict of interest exists or is likely to arise in the performance of his/her obligations under this Agreement. The Consultant shall immediately inform WOAAH if any actual or potential conflict of interest arises during the term of this Agreement. The Consultant certifies and warrants that:

- (a) The Consultant is suitably skilled, qualified and experienced to carry out the Services;
- (b) The Services shall be performed with high professional standards, in conformity with the highest ethical principles and standards of conduct, and in accordance with all applicable rules and regulations;
- (c) The Services will not be subcontracted without the prior written consent of WOAAH;
- (d) Any work product delivered to WOAAH by the Consultant as part of the Services is original and will not infringe any third-party property rights.

The Consultant shall indemnify and hold harmless WOAAH, and its respective employees or agents, against any and all losses, liabilities, damages, costs and expenses (collectively "Damages") directly incurred or suffered by WOAAH, or any of its employees or agents, to the extent such Damages arise out or result from any breach of the provisions of this Agreement by the Consultant or the performance of the Services.

6. TAXES AND INSURANCES

The Consultant acknowledges that he shall be solely responsible for paying the appropriate amount of all taxes with respect to all compensation paid to him/her pursuant to this Agreement, and that WOAAH shall have no responsibility whatsoever for withholding or paying any such taxes for or on behalf of the Consultant.

Similarly, the Consultant acknowledges that he/she shall not be covered through WOAAH by any insurance covering illness, accidents, unemployment or any other type of insurance or benefit which may be expected in an employer-employee relationship. The Consultant shall be solely responsible for making appropriate arrangements relating to travel insurance (including

medical and evacuation), professional liability and professional indemnity insurances in connection with the Services under this Agreement.

WOAH shall not be responsible for any obligation not expressly set out in this Agreement.

7. AMENDMENTS

Any amendment to this Agreement shall be made in writing by WOAHA and the Consultant.

8. TERMINATION

8.1 TERMINATION BY WOAHA

- (a) WOAHA may immediately terminate this Agreement:
 - i. If the Consultant is responsible for, or is involved in, any acts which are considered by WOAHA as being inconsistent with his or her obligations under this Agreement (such as misconduct, harassment, fraud, corruption, etc.); or
 - ii. In the event of any breach of any of the terms or conditions of this Agreement.
- (b) WOAHA may terminate this Agreement upon written [15-day notice] for convenience and without any indemnity.

8.2 TERMINATION BY CONSULTANT

The Consultant may terminate this Agreement for convenience by giving a [15-day] written notice.

8.3 ENTITLEMENTS ON TERMINATION

- (a) Upon early termination of this Agreement, WOAHA will only pay for the amount of the amount of time actually worked by the Consultant.
- (b) The Consultant shall provide all reasonable assistance requested by WOAHA to prevent disruption to further work and shall promptly provide full details of all work performed before the effective terminate date.
- (c) Where early termination is enacted under Article 8.1(a), WOAHA reserves the right to replace the Consultant and recoup the cost of doing so from any monies due to the Consultant.

9. INTELLECTUAL PROPERTY RIGHTS

All material, including documents, reports, data, records, shared with the Consultant are the property of WOAHA or its Member countries. Any disclosure to third parties constitutes a violation of intellectual property rights.

All Deliverables, including draft and final work products, are “works made for hire” exclusively for WOAHA. The Consultant hereby assigns to WOAHA all rights, title and interest in and to all such Deliverables. WOAHA may use or pursue all Deliverables without restriction or additional compensation. The Consultant agrees to do all things possible and reasonable to bring into existence, sign, execute, or otherwise deal with any document that may be necessary or desirable to give effect to this clause.

10. CONFIDENTIALITY

The Consultant shall keep and maintain as confidential all relevant information and materials disclosed by WOAHA during the course of or in connection with this Agreement and promptly return / destroy this information and material upon completion of the Services. The Consultant agrees not to communicate, publish or release any confidential information except as approved by WOAHA. The Consultant authorises WOAHA to enforce this undertaking and acknowledges that WOAHA is entitled (in addition to any entitlement to damages) to seek an injunction or other equitable relief for any actual or threatened breach of this undertaking by the Consultant.

11. DISPUTE RESOLUTION

This Agreement shall be governed by its provisions, and should it be necessary, by general principles of law, to the exclusion of any single national system of law. Any dispute, controversy

or claim arising out of or relating to the interpretation, application or performance of this Agreement, including its existence, validity or termination, shall be settled amicably between the parties. Should the parties fail to resolve amicably the dispute within 30 days, each party shall have the right to submit the dispute, controversy or claim by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties as in effect on the date of this Agreement.

12. DATA PROTECTION.

To the extent Recipient is required as part of the Activities to process any personal data, Recipient undertakes to comply with the regulations applicable to it relating to the protection of personal data including those arising from General Data Protection Regulation 2016/679 (“GDPR”), Recipient shall implement technical and organisational measures to ensure a level of security appropriate to the risk presented by any processing operations.

13. PUBLICATION OF BENEFICIARIES:

To comply with disclosure requirements and enhance transparency, WOAAH shall publish on its website the following information about this Agreement: (i) the name and nationality of the Recipient; (ii) a brief description and location of the Services provided; and (iii) the amount of this Agreement. The Recipient specifically consents to the release and/or publication of such information. WOAAH will not release or publish information that could reasonably be considered confidential or proprietary.

14. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of WOAAH and its staff.

15. SURVIVAL

The provisions of Articles 5 (Warranties and Indemnification), 9 (Intellectual Property Rights), 10 (Confidentiality), 11 (Dispute Resolution), 12 (Privileges and Immunities) shall survive the termination of this Agreement.

16. FACSIMILE SIGNATURES

This Agreement may be executed and delivered by facsimile/email and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party. The failure to deliver the original signature copy and/or the non-receipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

[Full name of the consultant]

Signature:
Name:
Title:

World Organisation for Animal Health (WOAH)

Signature:
Name: Monique Eloit
Title: WOAAH Director General

Annex 1

Scope of Work

1. BACKGROUND INFORMATION ON WOAAH

The World Organisation for Animal Health (WOAH) an intergovernmental organisation subject to public international law. It is responsible for improving animal health worldwide. The standards it develops for the trade of live animals and products of animal origin are recognized by the World Trade Organization as reference international sanitary rules (<http://www.woah.org>).

WOAH, then known as the OIE (Office international des epizooties), was created on the 25th of January 1924. Its headquarters are based in Paris. It comprises 183 Member Countries and is present on all continents through 12 Representations or Bureaus in total.

2. PURPOSE

The purpose of the work assignment aligned with the WOAAH Seventh Strategic Plan (2020-2025), is to identify key barriers to disease notification for both terrestrial and aquatic animals with a focus on Asia and the Pacific region. These identified barriers will serve as the foundation for developing strategies and recommendations for WOAAH and its Members.

The report from the work assignment aims to furnish valuable insights that will inform future capacity-building efforts, bolster the WOAAH reporting system, and notably enhance transparency in disease reporting across Asia and the Pacific region.

3. DUTIES AND RESPONSIBILITIES

3.1 OBJECTIVES OF THE ASSIGNMENT AND SCOPE OF WORK

The objectives of the work assignment are to:

- 1) Identify and analyse key barriers to disease notification.
- 2) Develop strategies and recommendations to overcome the identified barriers.

The consultant's roles will be:

- 1) Design the methodology for the study, covering the objectives.
- 2) Describe the study design and tools, including field data generation approaches.
- 3) Conduct the study and analysing the collected information.
- 4) Produce a draft report of the study.
- 5) Liaising closely with WOAAH core group for assistance where necessary throughout the study.
- 6) Coordinating necessary consultations with WOAAH Delegates and relevant focal points from a list of selected Members and incorporating their feedback into the study.

The WOAAH core group, comprising relevant technical officers from WOAAH Regional Representation for Asia and Pacific (RRAP) and WOAAH Sub-regional Representation for Southeast Asia (SRR SEA), supported by Data Integration Department and World Animal Health Information and Analysis Department (WAHIAD) at WOAAH headquarters. The core group will assist the consultant by providing necessary information for the study. They may also facilitate communication between the consultant and identified countries and territories (i.e., WOAAH Delegates and National Focal Points).

All data derived from the consultancy work are intellectual properties of WOAAH, and the consultant must provide all results, including partial ones, to WOAAH upon request at any time. Bidders should note that all deliverables, including draft and final work products, will be

considered "works made for hire" exclusively for WOAAH, and the awarded bidder will assign all rights, title, and interest in such deliverables to WOAAH. WOAAH may use or pursue all deliverables without restriction or additional compensation.

3.2 EXPECTED OUTPUTS AND ACTIVITIES

The progress of the study will be regularly monitored in accordance with the workplan presented during the inception meeting. The consultant will receive support from the WOAAH core group.

The final study report is expected to meet the following criteria:

- 1) It must be written in English.
- 2) It should incorporate figures, data, graphs, tables, and illustrations that complement and enhance the content.
- 3) The report is anticipated to be approximately 25 - 30 pages long, structured as follows:
 - a) Executive summary
 - b) Introduction and context
 - c) Results to address the objectives
 - d) Discussion
 - e) Conclusions and recommendations
- 4) Additionally, the report may include unlimited annexes, including references, which are not counted towards the 25–30-page limit.

Deliverables of the work assignment

| Deliverables | Deadline (prov.) | Days of work (prov.) |
|---|------------------|----------------------|
| Inception | | |
| Develop a work plan and timeline (i.e., calendar) | 15/07/2024 | 1 |
| Identify/define a methodology for the study (e.g., interview, focus group discussions, etc.) | 19/07/2024 | 3 |
| Foreplan 1) <u>Target</u> population of the study –identified countries and territories 2) Define <u>demographic profiles</u> of the study recipients (note, such as Chief Veterinary Officers or equivalent senior national veterinary officials, WOAAH Delegates and national focal points, and relevant stakeholders responsible for disease surveillance and reporting) 3) <u>Introduction & information</u> : representative of WOAAH at regional level in Asia and the Pacific region will be responsible for sending letters or emails to the targeted countries. These communications will serve to provide detailed information about the study, including its objectives, anticipated outputs, the significance of their participation, and the identity of the consultant involved. 4) <u>Coordination</u> : the consultant will reach out to Delegates from the identified countries and territories via email and/or telephone to make logistical arrangements. | 31/07/2024 | 7 |
| Collection of data and relevant information | | |
| Review of relevant literature, data, and information | 9/08/2024 | 4 |
| Data collection 1) The consultant will initiate a series of communications with the study recipients using their preferred methods. | 11/09/2024 | 20 |

| | | |
|--|------------|----|
| <p>These methods may include interviews, focus group discussions, or other suitable means of interaction. It's crucial to emphasise that the study recipients are individuals nominated and identified by the respective country and territory to participate in the study.</p> <p>2) The decision on which approach to adopt will be contingent upon the preferences, circumstances, and specific recommendations provided by the consultant. This approach ensures that the chosen method of communication harmonises effectively with the requirements and context of the study recipients, thereby optimising the quality of data collection and engagement.</p> | | |
| Analysis of the data | | |
| Organise, clean, and code data as necessary, adhering to the plan developed during the inception phase, and conduct data analysis accordingly. | 27/09/2024 | 9 |
| Draft the study report | | |
| <p>Draft and complete report containing outputs and results of the work assignment based on the two objectives,</p> <p>1) identify and analyse key barriers to disease notification for both terrestrial and aquatic animals, and</p> <p>2) develop strategies and recommendations to overcome the identified barriers.</p> | 4/10/2024 | 4 |
| Dissemination of the conclusions of the study | | |
| A meeting with WOAHA core group to discuss results of the analysis and recommendations | 9/10/2024 | 1 |
| Draft a synthetic article on the summary report that WOAHA could publish | 11/10/2024 | 1 |
| Total (days) | | 50 |

4. QUALIFICATIONS AND EXPERIENCE

Qualifications

Qualitative researcher (preferred)

Epidemiologist with veterinary or public health background (desired)

Previous experience

- 1) Surveying experience in qualitative research, particularly through interviews as a data collection methodology (is crucial for obtaining rich, in-depth insights from participants) (required).
- 2) Technical knowledge in disease reporting and analysis (would be an asset/desirable but not compulsory).
- 3) Experience in designing, planning, and implementing impact assessment methodology, socio-economic surveys or studies with multi-stakeholders and in a multi-sectoral environment (preferred).
- 4) Working experience in Asia and the Pacific region in fields related to animal health (preferred).
- 5) Working experience and knowledge on disease notification and/or public health intelligence (preferred).
- 6) Writing skills proven by publication of reports or scientific papers (desired).

Competencies

- 1) Technical skills: good analytical, computational and organisational skills.
- 2) Linguistic skills: excellent communication and writing skills in English (some local languages available in Asia and the Pacific would be highly appreciated, although not compulsory).
- 3) Interpersonal skills: flexibility, capacity to work on short deadlines and deliver upon schedule and good data management practices (a consultant will ensure that all piece of information handled during the consultancy is treated with highest level of confidentiality and that sensitive information will never be disclosed, as they are remains under WOA's ownership).

The consultant should demonstrate skills/qualities and adhere to the highest review standards and code of ethics expected by WOA and its Partners.

5. WORK ARRANGEMENTS

This work assignment may require occasional travels to countries and territories relevant to the study. If WOA determines that travels by the consultant are required, air or train tickets (economy class) will be provided by WOA. WOA will also provide a daily subsistence allowance based on the rules applicable at WOA. Bidders should not include costs of potential travels in their financial offers.

The consultant will be authorised to directly contact relevant national contact persons designated by the WOA Delegates while keeping WOA core group in a copy. The consultant is not authorised to contact WOA Delegates or other stakeholders, except under exceptional circumstances and with the explicit prior authorisation of the WOA core group.