



Example: Consultant — Contract and Terms of Reference

Note: This document is provided for information purposes only. Health professional associations making use of this resource should revise and modify it for use in their specific circumstances.

This contract relates to the request for proposal example also provided in this toolkit (see Tool 3.24).

THIS AGREEMENT is made as of [DATE] day of [MONTH] [YEAR].

BETWEEN

[NAME OF THE CONSULTANT]
[ADDRESS OF THE CONSULTANT]

("Consultant")

- and -

The Association of Ob/Gyn of XXX
[ADDRESS]

("AOGXXX")

CONSULTANT AGREEMENT

WHEREAS the Consultant has expressed an interest to the AOGXXX to assist the Association with regard to the development of a draft financial sustainability plan;

AND WHEREAS the AOGXXX desires to hire the Consultant to assist the Association with regard to the development of a draft financial sustainability plan based on the terms set out below;

AND WHEREAS the Consultant desires to accept the offer of contract with the AOGXXX;

NOW THEREFORE this Agreement witnesses that in consideration of the promises, covenants and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. TERM

The duration of the Consultant's employment will be for 27 days, unless this contract is terminated earlier pursuant to the termination clause. The Consultant's start date will be upon the signature of this contract between the AOGXXX and the consultant and will end no later than 30 JUNE 2010. For details of the consultancy workplan and deliverables, see the annexed Terms of Reference.

2. CONSULTANCY

The AOGXXX will hire the Consultant to assist the Association with the development of a first draft financial sustainability plan. The Terms of Reference of the consultancy, contained in Annex A, is part of this contract.

3. HONORARIUM / OTHER EXPENSES

Honorarium:

The AOGXXX will pay the Consultant \$XXX/day for a maximum of 20 days of work, which represents a total amount of \$XXX USD. These amounts will be paid according to the following schedule upon the presentation of invoices.

Payment Date [SAMPLE DATES]	Deliverable	% of Completion	Payment Amount
2 April 2010	Submission of summary of findings of review of association documents and information and of membership survey	20%	\$XXXX
14 May 2010	Submission of workshop agenda and materials	30%	\$XXXX
15 June 2010	Delivery of workshop, development of draft financial sustainability plan and submission of final consultancy report	50%	\$XXXX
15 June 2010	Submission of Travel Expense Report with supporting receipts		Actual expenses (with accompanying documents)

4. CONFIDENTIALITY

In the course of the Consultant's contract, the Consultant will have access to confidential information with respect to the AOGXXX. During the Consultant's contract and thereafter, the Consultant will not directly or indirectly disclose such information, except as required in the course of the Consultant's contract hereunder or unless such information has become

public and available through no fault of the Consultant. All records, files, drawings, documents, equipment and the like related to the activities of the AOGXXX that the Consultant prepares, uses or comes in contact with will be and will remain the sole property of the AOGXXX.

5. TERMINATION

The Consultant accepts that the AOGXXX can terminate this Agreement at any time upon the provision of notice. In case of termination by AOGXXX, AOGXXX commits to pay the Consultant for the work completed up until the date of termination.

6. CHOICE OF LAW

This Agreement and any issue arising out of this Agreement are subject to the laws of [NAME OF THE DEPARTMENT AND/OR COUNTRY OF ORIGIN] and to the exclusive jurisdiction of the courts of [NAME OF THE DEPARTMENT AND/OR COUNTRY OF ORIGIN].

7. SEVERABILITY

If any term or provision of this Agreement is determined to be invalid or unenforceable by a court, such a determination shall not invalidate the rest of this Agreement, which shall remain in full force and effect as if the invalid term or provision had not been made part of the Agreement.

8. INDEPENDENT LEGAL ADVICE

The AOGXXX and the Consultant acknowledge that they have obtained or have had an opportunity to obtain independent legal advice in connection with the Agreement and acknowledge that they understand and agree to be bound by all the terms and conditions contained herein.

9. AMENDMENTS

This Agreement cannot be amended or modified except by agreement in writing executed by both parties.

10. ASSIGNMENT

The Consultant cannot assign this Agreement, in whole or in part, without the AOGXXX's prior written consent.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all previous negotiations, communications and other agreements relating to it, unless specifically incorporated by reference herein. There are no representations, warranties, conditions, undertakings or other agreements, expressed or implied or statutory, between the parties other than expressly set forth in this Agreement.

IN WITNESS WHEREOF AOGXXX and the Consultant have executed this Agreement as at the date first written above.

Dated this ____ [DATE] of [MONTH] _____, [YEAR]

**SIGNED, SEALED AND DELIVERED
in the presence of**

) **AOGXXX**
) **by:**

)
)
)
)
)
)
)

Witness

) **[NAME],**
[POSITION]

)
)
)

**SIGNED, SEALED AND DELIVERED
in the presence of**

)
)

Witness

) **[NAME],**
Consultant

Annex A**The Association of Ob/Gyn of XXX****[ADDRESS]****TERMS OF REFERENCE****Development of a Draft Financial Sustainability Plan****1. Background Information**

The Association of Ob/Gyn of XXX is a health professional association dedicated to improving reproductive, maternal and newborn in [LOCATION/COUNTRY OF ORIGIN]. It is currently supported by [XX] members and is involved in a number of national and international interventions seeking to improve maternal and newborn health in the country. In [YEAR], the AOGXXX developed its first strategic plan and has retained as one of its priorities the strengthening of its financial sustainability. The AOGXXX proposes to progress toward this objective by developing a long-term financial sustainability plan. The Association is seeking the services of a Consultant to assist with the development of this plan. Included in the exercise is a two-day workshop where the Board/Executive Committee and other leaders within the Association will agree on the content of the first draft of the plan. The workshop date has been set for May 28th – 29th at the [LOCATION OF WORKSHOP], in [TOWN/CITY].

2. Services to be provided

In keeping with the collaborative approach of the Association, the Consultant will:

- Review selected association documents and information for the purpose of gaining a better understanding of its goals, objectives, strategic directions, etc.
- Develop a survey tool that will permit the association to gain insight as to their members' thoughts and suggestions on how the Association can work toward greater financial sustainability;
- Conduct a survey among 10 per cent of the membership;
- Analyse the findings of the survey and, in collaboration with the ad hoc committee, use these to design and develop a 2-day workshop, including the development of all workshop materials and tools;
- Facilitate the 2-day workshop and lead the development of a draft financial sustainability plan;
- Finalise the draft financial sustainability plan;
- Prepare a final report, following the workshop, with recommendations to AOGXXX on how to proceed with the completion of the exercise.

3. Approach and Methodology

The following is a summary of the approach and methodology to be applied:

i. Planning Phase:

In order to properly plan the assignment, the Consultant will:

- Meet with the relevant AOGXXX representatives to gain a greater understanding of the association, its strategic plan priority related to financial sustainability and the proposed contract.
- Review with the relevant AOGXXX representatives the process to be followed for the development of the financial sustainability plan, including how the members to be surveyed will be selected.
- Review relevant documentation from AOGXXX in relation to programmes, projects and activities.

ii. Development of the Survey Tool:

Based on information obtained during the planning phase, the Consultant will:

- Develop a DRAFT survey which will seek to gain insight as to the members' thoughts and suggestions on how the Association can strengthen its financial sustainability.

The draft survey will be submitted to AOGXXX Financial Sustainability Plan Ad Hoc Committee for review and approval.

iii. Survey of Members:

- The Consultant will then use this tool to conduct a survey among 10 per cent of the membership.
- The Consultant will conduct follow-up telephone interviews or discussions to clarify the information provided in the survey, if necessary.
- The Consultant will prepare a summary of findings.

iv. Preparation of the Workshop Agenda and Workshop Material:

Using the results of the association documentation and survey, the consultant will submit the workshop material to the Financial Sustainability Plan Ad-hoc Committee for approval.

The workshop material will include:

- A detailed agenda with defined schedules and timelines.
- A participant's manual for easy reference.
- A PowerPoint Presentation.
- Case studies and group exercises to facilitate discussion.
- A workshop evaluation.

v. Delivery of the Workshop and Development of the Draft Financial Sustainability Plan:

The Consultant will ensure the successful delivery of the workshop, including the development of a draft financial sustainability plan.

vi. Production of a Final Report:

A summary report will be produced based on the outcomes of the all the work conducted by the Consultant. The report will include recommendations for AOGXXX on how to move forward with completing and adopting the draft financial sustainability plan.

4. Work plan / Deliverables

The following is a detailed work plan, with level of effort and timelines.

Tasks/Deliverables	Time frame [SAMPLE DATES]	Level of effort (in days)
Meet with the association Financial Sustainability Plan Ad-hoc Committee and review information on AOGXXX and its programmes, projects and activities, including its strategic plan priorities	26 March 2010	2
Develop survey tool and obtain approval	2 April 2010	1
Conduct survey among selected membership and develop summary of findings	7 April 2010	5
From information obtained to date, develop a first draft of the workshop agenda	7 May 2010	1
Submit final copy of the agenda and all workshop materials, including the production of a draft financial sustainability plan template	14 May 2010	7
Delivery of the workshop and development of draft financial sustainability plan	28 and 29 May 2010	2
Final report, including recommendations on way forward	15 June 2010	2
Total number of days		20

5. Budget

The following budget is based on the estimated time and travel expenses for completion of the entire assignment. All other expenses will be approved by AOGXXX before being claimed.

Consultancy Fees:

Consultant : 20 days x \$XXX per day

Other pre-approved expenses

- Travel
- Accommodation
- Photocopies

Subtotal — Expenses

Total

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6. Contact Person at AOGXXX:

[NAME]

Chair, Financial Sustainability Plan Ad Hoc Committee

[PHONE OR EMAIL]