

AGREEMENT

between

**THE UNIVERSITY OF CAPE TOWN (Energy Research Centre),
(HEREINAFTER REFERRED TO AS "UCT")**

Address :

6th Floor Menzies Building
Library Road, Upper Campus
University Of Cape Town
Rondebosch

Represented by **Prof Kevin Bennett**

In his capacity as **Director**

Duly authorised to enter into this Agreement

And

**THE INSTITUTO DE INVESTIGACIÓN DE LA AMAZONÍA
PERUANA**

(HEREINAFTER REFERRED TO AS "the CONSULTANT")

Address :

Av. Abelardo Quiñones Km. 2.5
San Juan, Peru

Represented by

In her capacity as

Duly authorised to enter into this Agreement.



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1 DEFINITIONS

- 1.1 "the Agreement" means this Agreement and all annexures and amendments hereto;
- 1.2 "the Parties" means UCT and the Consultant;
- 1.3 "the Prime Contractor" means PwCS
- 1.4 "the Project" means all the work to be executed by the consultant in terms of this agreement

2. APPOINTMENT AND ACCEPTANCE

- 2.1 UCT hereby appoints the Consultant to act as an independent sub-contractor and not as an agent or employee of UCT.
- 2.2 The Consultant hereby accepts the appointment and undertakes to execute his/her duties and responsibilities in accordance with the terms and conditions of the Agreement.

3. DURATION OF THE AGREEMENT

- 3.1 The rights and obligations of the Parties to this Agreement shall commence on the date of signature by the last signing to this agreement and shall endure until the final deliverable of the Project.

4. RIGHTS AND RESPONSIBILITIES OF THE CONSULTANT

- 4.1 The Consultant shall not have the power to enter into any agreement(s) or to otherwise bind or incur liability on behalf of UCT.
- 4.2 The Consultant shall ensure that that its actions do not result in a legal claim against UCT by any party.
- 4.3 The Consultant shall exercise the highest degree of skill, care and diligence that can be expected of its profession.



5. DUTIES OF UCT

- 5.1. UCT shall ensure that the Consultant is afforded reasonable and necessary support and assistance by UCT to effectively perform its duties and responsibilities in terms of the Agreement.
- 5.2. Ms Karen Donovan, or her successor-in-title or delegate shall act as the Project Officer, for control, *ad hoc* instructions and to act as a communication channel between the parties.

6. SCOPE OF WORK

- 6.1. The scope of work is as detailed in the scope of work attached as Annexure A

7. DELIVERABLES

- 7.1. The deliverables of the Project and the due dates for such deliverables are reflected in Annexure A

8. FEES PAYABLE

- 8.1. The total fee for the project is stated in the Scope of Works. The fee will be paid in tranches based on the satisfactory delivery of the deliverables as reflected in annexure A or as otherwise stated.
- 8.2. Payment shall be made to the Consultant within 30 days after presentation of a specified account for a deliverable that has been approved by UCT, provided that UCT has received payment for this deliverable from the Prime Contractor.

9. OVERHEADS OF THE CONSULTANT

- 9.1. The Consultant will be responsible for the provision of all accommodation (excluding accommodation for traveling purposes), equipment and other office infrastructure required for the execution of this contract.

10. OWNERSHIP AND PUBLICATION OF REPORTS

- 10.1. The Prime Contractor will become the owner of the information, documents, programmes, advice, recommendations and reports collected,



furnished and/or compiled by the Consultant during the course of, and for the purpose of executing this Agreement, all of which will be handed over to UCT for Delivery to the Prime Contractor on request, but in any event on the termination of this Agreement for whatever reason. The Consultant relinquishes its right of retention of any other rights to which it may be entitled.

- 10.2. The copyright in all documents, programmes, recommendations and reports compiled by the Consultant during the course and for the purposes of finalising the project will vest in the Prime Contractor, and may not be reproduced or distributed or made available to any person outside the Contractor's service, or to any institution in any way, without the prior written consent of UCT, which shall be granted only if the Prime Contractor gives its consent.
- 10.3. In the event of the Consultant providing documents or any other data to the UCT, the development of which has not been at the expense of UCT. The Consultant shall be required to indicate in advance to which documents and/or materials, this provision applies.
- 10.4. The Consultant hereby indemnifies UCT against any action, claim, damage or legal cost that may be instituted against UCT on the grounds of an alleged infringement of copyright of any other intellectual property which results directly from an action of the Consultant acting in the execution of the scope of work referred to in clause 6.
- 10.5. All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Contractor's service and may not be published either during the currency of the Agreement, or after termination thereof without the prior written consent of UCT.
- 10.6. UCT hereby permits the Consultant to copy and distribute all information, documents, recommendations, programmes and reports collected and compiled by the Consultant during the course and for the purpose of the finalisation of the project, solely for the purpose and in the execution of the Consultant's obligations in terms of this Agreement.



11. LIMITATION OF CESSION

11.1. The rights and obligations of the Parties in terms of this Agreement shall be personal and incapable of being ceded, assigned or delegated by either of them to any other person outside of the Consultant or UCT, save with the written consent of the other Party.

11.2. Each Party warrants that he is acting as a principal and not as an agent for an undisclosed principal.

12. INDULGENCES

12.1. No extension of time, latitude of other indulgence which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Agreement, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Agreement.

13. INTELLECTUAL PROPERTY

13.1. The Consultant undertakes to obtain the necessary consent from the proprietors or their licensees should it make use of the intellectual property of any other person.

13.2. The Consultant further indemnifies UCT against any claim or action (including costs) caused by or arising from the failure to obtain such consent.

14. CONFIDENTIALITY

14.1. The consultant shall treat as strictly confidential and secret any and all information given or made known to them during the contract period.

14.2. The consultant shall keep all such information obtained secret towards third parties and only use it in co-operation with the contractor (ERC) for the purpose expressly agreed to in this contract.

14.3. The contractor shall have the sole right to determine what information is made public, in so far as it relates to this contract.



15. TERMINATION OF AGREEMENT

15.1. In the event of a breach by the Consultant of any of the terms and conditions of this Agreement, and in the event that the Consultant fails to remedy such breach within seven (7) working days after receiving written notice from UCT to do so, UCT shall be entitled without prejudice to any other right it might have, to exercise all or any number of the following rights:

14.1.1. To suspend further payments to the Consultant;

14.1.2. To appoint any other person or persons to complete the execution of the project, in which event the Consultant shall be held liable for costs incurred in the appointment of such person or persons as well as reasonable costs of the process of delay.

15.2. UCT may terminate the Agreement should the Consultant make himself guilty of misconduct in terms of the code of conduct of its profession or if the Consultant acts dishonestly or contrary to the integrity which is required by its profession.

15.3. In the event of any breach by either Party of the terms and conditions of this Agreement, and in the event of the defaulting Party remaining in default after seven (7) working days written notice calling for rectification of the matter, the other Party shall be entitled to :

15.3.1. Enforce strict compliance with the terms and conditions of the Agreement; or

15.3.2. To cancel the Agreement.

15.4. In the event of the Agreement being terminated for whatever reason, the Consultant will be entitled to payment for work done for acceptable deliverables for which it had not yet been paid.

15.5. If, owing to circumstances beyond the control of the Consultant, it becomes impossible for the Consultant to fulfill any of its obligations in terms of this Agreement, UCT, upon receipt of a written request from the Consultant, shall consider granting the Consultant the necessary permission to defer such performance for such period as may be required under the circumstances, which permission shall not be withheld unreasonably.



- 15.6. UCT reserves the right to terminate this Agreement or temporarily defer the work, or any part thereof, at any stage of completion, should it be decided not to proceed with the project. UCT may terminate the agreement by giving ten (10) days notice to the Consultant. Should the Agreement be so terminated the Consultant shall only be paid for the appropriate portion of the work completed.

16. DISPUTE RESOLUTION

- 16.1 Should any disputes and/or differences of opinion arise between the parties regarding the interpretation of any, or all the provisions of this Agreement during the term of, or on the termination thereof, that cannot be amicably settled, the aggrieved party shall forthwith give the other party 14 (fourteen) days written notice to this effect.

- 16.2 After notice in terms of clause 16.1, disputes and/or differences shall be resolved in the following manner:

16.2.1. Both parties shall, by agreement, appoint an impartial mediator.

16.2.2 Should the matter not be resolved through mediation, both parties shall have the right to have the matter resolved through the High Court having jurisdiction in this matter.



17. INTERPRETATION

- 17.1. In this Agreement, except where the context otherwise requires

17.2. The singular includes the plural; and

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- 17.3. Any reference to a natural person includes a body corporate, firm or association.

- 17.4. The head notes to the clauses of this Agreement are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.



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- 17.5. Words and phrases defined in any clause shall bear the meanings assigned thereto.
- 17.6. The various parts of the Agreement are servable and may be interpreted as such.
- 17.7. The expressions listed in clause 1 bear the meaning as assigned to them and cognate expressions bear corresponding meanings.
- 17.8. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.

18. GENERAL

- 18.1. This is the entire Agreement between the Parties and may only be amended in writing and duly signed by both Parties.
- 18.2. Any waiver of any term or condition of this Agreement shall be of no force and effect unless reduced to writing and duly signed by both Parties.
- 18.3. The Agreement shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

19. DOMICILIUM CITANDI ET EXECUTANDI

- 19.1. UCT chooses as its domicilium citandi et executandi for all purposes arising from this Agreement, to serve all notices and legal documents :

STREET ADDRESS:

ENERGY RESEARCH CENTRE
6TH FLOOR MENZIES BUILDING
LIBRARY ROAD, UPPER CAMPUS
UNIVERSITY OF CAPE TOWN
RONDEBOSCH



POSTAL ADDRESS: PRIVATE BAG
RONDEBOSCH
7701

TELEPHONE NUMBER: 021 650 3230
FAX NUMBER: 021 650 2830

- 19.2. The Consultant chooses as its domicilium citandi et executandi for all purposes arising from this Agreement, to serve all notices and legal documents

STREET ADDRESS:
Postal Address: As above

Telephone number:
Fax number:

- 19.3. Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address within the Republic of South Africa.

- 19.4. Any notice in terms of the conditions of the Agreement must either be :

- 19.2.1. Delivered by hand during normal business hours of the recipient; or
19.2.2. Sent by prepaid registered post to the address chosen by the addressee; or
19.2.3. Sent via facsimile.

- 19.5. A notice in terms of the provisions of the Agreement will be considered to be duly received

- 19.2.1. if hand-delivered on the date of delivery; or
19.2.2. if sent by registered post, ten (10) days after the date it was posted unless the contrary is proved;
19.2.3. if sent via facsimile, on the same day of dispatch.

- 19.6. Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice of communication actually received by one



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of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.

THUS DONE AND SIGNED BY UCT AT Rondebosch.

ON THIS 9 Nov 2012 DAY OF NOVEMBER 2012

AS WITNESS


For THE UNIVERSITY OF CAPE TOWN:
ENERGY RESEARCH CENTER



WARDA SABLAY
Contracts Manager
Contracts & Intellectual Property Services
Dept. Of Research & Innovation
University of Cape Town

16 November 2012

1.

SIGNATURE

FULL NAME

2.

SIGNATURE

FULL NAME

THUS DONE AND SIGNED BY THE CONSULTANT AT

ON THIS DAY OF 20..

AS WITNESS

1.

SIGNATURE

FULL NAME

2.

SIGNATURE

FULL NAME

For THE CONSULTANT



ANNEXURE A

Scope of Work for research on

Modelling the implications of socio-economic development of mitigation by developing countries PERU

Background to study

Achieving both development and climate objectives is a key challenge facing developing countries. Research organisations in 5 developing countries (Brazil, Chile, Colombia, Peru and South Africa) submitted a joint proposal to develop cutting-edge methodologies to link sectoral models and / or analysis with economy-wide models, in order to address issues crucial to the development of climate-compatible policy.

The methodologies are complex, yet the information is probably the most critical to processes aimed at taking ambitious nationally appropriate mitigation actions (NAMAs).

South-South collaboration between institutes will be undertaken in this project (which is closely associated with the MAPS programme, although contractually separate and limited to research). The information generated will be available to facilitated stakeholder process in each country working on low carbon development paths under the MAPS programme.

The work forms part of a equal partnership among the five research organisations, a consortium comprised of the Energy Research Centre, University of Cape Town (South Africa; hereafter *ERC*); COPPETEC Foundation at the Federal University of Rio de Janeiro (Brazil, *COPPE*); the Energy Strategic Research Centre, Universidad de los Andes, Bogota (Colombia, *UniAndes*); Energy Centre, University (Chile; *Energy Centre*); and the Instituto de Investigación de la Amazonía Peruana, (Peru; *IIAP*). The organisations will be equal partners in research, with ERC providing a coordinating function. Due to formal contractual requirements, ERC has been contracted and other partner institutions will be sub-contracted; in operational terms it will be a partnership.

Each institution has flexibility in focusing on issues of particular significance in their country, and defined these in their part of the proposal. This will ensure results have higher impact at national level. All will consider a carbon tax and its socio-economic implications, using the respective tools.



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Two workshops are envisaged to support capacity building, and a number of working papers and policy briefs will be used to disseminate the outcome in a broader context.

This proposal proposes to directly inform policy-making on development and climate change mitigation in developing countries.

This Scope of Work outlines the contribution that will be made by the Instituto de Investigación de la Amazonía Peruana, as a partner in this work.

Specific tasks

IIAP, Peru

- Engage in regional consultation, with main actors for determination of base line for forestry and deforestation
- Consider ecological and economical zones of the Peruvian Amazon
- Undertake GIS work to determine actual areas suitable for plantation and agroforestry and specific areas for intervention at the micro-zonification level
- Undertake specialist field and lab work as necessary to refine the area identification
- Elaborate a proposal, including, area to be planted, implicit cost, and possible mechanism of funding based in petrol and mining revenues
- Analyse these results within an economy-wide model.

Common tasks

All the consortium partners have an interest on the economy-wide implications of a carbon tax and will therefore use the linked models to impacts of such a measure.

After the completion of in-country research on the linking of models and in the analysis of a carbon tax and other policies pertinent to individual countries, the consortium will meet to share lessons and ideas and work toward producing a joint research paper highlighting the challenges and successes of in-country research. The aim of coming together is to share knowledge and thus enabling partners to draw from each other's experiences. This could result in partners improving on the work that they would already have done and therefore improving the quality of their analysis.



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- In-country research is specific, as described above, but will include analysis of a carbon tax by all partners in the consortium
- Attendance by 2 researchers at Initiation workshop, within six months of contract signing
- Attendance at final workshop, expected approx in 3rd quarter of year 2
- Any other tasks, as may be mutually agreed within the consortium, within the agreed budget

Deliverables and dissemination

- Working paper: The partner shall deliver a working paper, outlining the technical work on modeling in one part, and the results for policy-relevant questions in a second part. The working paper shall be delivered in electronic form, in English, and shall be revised based on comments by other members of the consortium and / or comments at workshops and by other means. The working paper is to be converted to a research article for submission to journal for peer review.
- Policy briefs: The partner will also deliver a policy brief, a 1-3 page paper in accessible language for policy-makers, by end of Year 2.
- Contribute to a joint paper by the research consortium, with a comparative analysis of similarities and differences across the approaches taken by the consortium
- Meetings will be organized with public officials from the key ministries and with the aim of presenting them with the policy briefs highlighting project results, particularly in terms of possible policy implications highlighted by the analysis. Other research output should also be made available to these decision-makers.
- The research partner is expected to use the relationships they have developed with various government departments and policy makers in MAPS to ensure that their research out-put is considered in the development of low carbon development strategies within their respective countries.
- The research partner is to use the Knowledge Management System that has been developed under MAPS to disseminate research output to the broader climate change community.
- Research out-puts should also be made available electronically by placing the working papers and joint research paper on the websites of the research partner.



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Time Frame and Budget

- The time-frame for the overall work is 24 months, contractually set from 15 April 2012 to 14 April 2014. This will be the time-frame for the sub-contract, unless the overall contract were to change (in which case ERC will consult the partner)

The total budget for the work is a flat rate of £ 80,000 (excluding VAT). This is the full amount available for the work, including all time costs and direct costs incurred by the partner.

Travel to the initial and final workshops, accommodation and per diems will be covered by the ERC, using funding allocated for the workshops in the project's budget.

Payment schedule:

10% on signing of contract

40% on draft report

50% on final report



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