OIBT-MINFOF (2012) : Développement des technologies de bio-énergie au Cameroun par le biais de transfert de technologie de la Malaisie

MINISTERE DES FORETS ET DE LA FAUNE (MINFOF) PROJET OIBT PD 39/93 Rev. 4(I) intitulé "Production de la bio- énergie par le briquetage et la combustion directe de la sciure de bois" CONTRAT DE SERVICES D'EXPERTISE REMARQUES SOURCE DE FINANCEMENT STRUCTURE/ DIRECTION MINSTERE DES FORETS ET DE LA FAUNE/ CENTRE DE FONDS OIBT PROMOTION DU BOIS INDEX No. CONTRAT No./MINFOF/SG/DPT/GAO SIGNE ENTRE L'OIBT et NJANKOUO Jacques Michel ADRESSE DU CONSULTANT Ecole Nationale Supérieure Polytechnique, Université de Yaoundé I. B.P. 8390, Yaoundé (Cameroun) Tél: (237) 99 51 62 01; e-mail: vitrabois@yahoo.fr ASSIGNATION DE TRAVAIL L'Expert Energéticien du sous- Projet « Combustion directe (Chaudières) » est recruté pour assurer la responsabilité technique de la composante énergétique dudit sous-Projet. Tâches/ Responsabilités En ce qui concerne le volet énergétique, l'Expert Energéticien s'occupera de : Participer à la conception des chaudières industrielles et suivre leur fabrication ; Participer à l'installation des chaudières dans le site du partenaire industriel identifié et participer aux tests de fonctionnement desdits équipements; Elaborer le protocole de suivi du fonctionnement des équipements (Y compris la gestion de la maintenance) ; Contribuer à la réalisation de l'étude de faisabilité technico-financière relative au système concerné de bio énergie ; Contribuer à l'élaboration des fiches techniques dudit système de bio énergie Contribuer à l'animation de l'atelier régional de diffusion des résultats du sous-Projet. NOT APPLICABLE □ TRAVEL AND OTHER ALLOWABLE EXPENSES: APPLICABLE ☑ SUBSISTENCE ALLOWANCE ITINERARY, MODE(S) OF TRAVEL AND STANDARDS OF ACCOMMODATION FOR INTERNATIONAL TRAVELS AIR ECONOMY CLASS BY MOST DIRECT ROUTE UNLESS OTHERWISE INDICATED. (1) ITINERARY AUTHORIZED (IF STOPOVERS ON OFFICIAL BUSINESS ARE INCLUDED IN THE ITINERARY, INDICATE NUMBER OF DAILY SUBSISTENCE, IF APPLICABLE PAYABLE IN UNITED STATES DOLLARS AND SUBJECT TO REVISION, AT DAYS IN EACH PLACE): PRESENT To be determined as necessary. Travel itineraries and schedules to be decided later in consultation with FIRST 60 DAYS: U.N. DSA Rates the ITTO Secretariat. PER DAY THEREAFTER: N/A THIS AGREEMENT SHALL BEGIN ON THE 1st day of January 2012, AND SHALL EXPIRE ON THE SATISFACTORY COMPLETION OF THE SERVICES DESCRIBED ABOVE. BUT NOT LATER THAN THE 31st day of August 2013, UNLESS SOONER TERMINATED UNDER TERMS OF THIS AGREEMENT THIS AGREEMENT IS ALSO SUBJECT TO THE CONDITIONS ON PAGE 2 OF THIS DOCUMENT CONSIDERATION - AS FULL CONSIDERATION FOR THE SERVICES PERFORMED BY THE CONSULTANT UNDER THE TERMS OF THIS AGREEMENT THE ITTO SHALL PAY THE CONSULTANT UPON CERTIFICATION THAT THE SERVICES HAVE BEEN SATISFACTORILY PERFORMED: CURRENCY: United States Dollars (US\$) (A) A FEE DAILY □ WEEKLY INSTALLMENT FEE: (See Schedule below) X MONTHLY **DLUMP SUM** TOTAL FEE: US\$24,000.00 (B) TRAVEL AND OTHER ALLOWABLE EXPENSES, IF APPLICABLE, ARE REIMBURSED IN U.S. DOLLARS AT THE RATES OF EXCHANGE APPLIED BY THE MINFOF AT THE TIME SUCH EXPENSES WERE INCURRED. PAYMENT IN OTHER CURRENCIES, IF REQUESTED BY THE CONSULTANT, WILL BE MADE AT THE RATES OF EXCHANGE OF THE BANK ON THE DAY THE ITTO INSTRUCTS ITS BANKERS TO EFFECT THE PAYMENT(S). SIGNOTTHE FEE IS PAYABLE IN INSTALLMENTS UPON CERTIFICATION OF SATISFACTORY PERFORMANCE AT EACH PHASE. AMOUNT PHASE AMOUNT TARIAT GE US\$ 1,200.00 At the end of each month (from US\$ 1,200.00 On signature of Agreement January 2012 to August 2013 PROPOSED BY DIRECTEUR DE LA PROMOTION ET DE LA CONCURRED BY PROJECT FINANCIAL OFFICER: (FUNDS AVAILABLE IN ACCOUNT TO BE CHARGED) TRANSFORMATION MINFOP (COORDONNATEUR DU PROJET) Mahamat Kabibou Général des Eaux et Forês em SIGNATURE I ACKNOWLEDGE THAT I HAVE READ THE CONDITIONS ON THE REVERSE. AUTHORIZED BY MINISTRE DES FORETS ET DE LA FAUNE er 101/2012 FEV 2012 Le Ministre The Minister J. H. NJANKOUO DATE CONSULTANT ON BEHALF OF THE TER

OIBT-MINFOF 2012

Contrats d'expertise et de services

CONDITIONS OF SERVICE - CONSULTANTS

LEGAL STATUS

Individuals engaged under a special service agreement as consultants serve in their personal capacity and not as representatives of a Government or of any other authority external to the ITTO. Consultants are not "staff members" under the Staff Regulations and Rules of the ITTO.

2. OBLIGATIONS

Consultants shall neither seek nor accept instructions regarding the services to be performed for the ITTO from any Government or from any authority external to the ITTO. During the period of service for the ITTO, consultants may not engage in any activity that is incompatible with the discharge of their duties with the Organization. Consultants are required to exercise the utmost discretion in all matters of official business of the Organization. Consultants may not communicate at any time to any other person, Government or authority external to the ITTO any information known to them by reason of their association with the ITTO which has not been made public, except in the course of their duties or by authorization of the Executive Director of the ITTO; nor shall consultants at any time use such information to private advantage. These obligations do not lapse upon cessation of service with the ITTO.

3. TITLE RIGHTS

The ITTO shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the Organization by the consultant. At the request of the ITTO, the consultant shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

4. TERMINATION OF CONTRACT

This special service agreement may be terminated by either party before the expiry date of the agreement by giving notice in writing to the other party. The period of notice shall be five days in the case of agreements for a total period of less than two months and fourteen days in the case of agreements for a longer period.

In the event of the agreement being terminated prior to its due expiry date in this way, the consultant shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the ITTO. Additional costs incurred by the ITTO resulting from the termination of the agreement by the consultant may be withheld from any amount otherwise due to the consultant from the ITTO.

5. TRAVEL

If consultants are required by the ITTO to travel beyond commuting distance from their usual place of residence, such travel at the expense of the ITTO shall be governed by conditions equivalent to the relevant practice and at rates of the United Nations and as specified in the contract. Such travel shall be at the least costly airfare structure regularly available or its equivalent when by air (unless a higher standard is approved in advance by, or on behalf of, the Executive Director), and first class by rail.

6. INSURANCE

Consultants are fully responsible for arranging, at their own expense, such life, health and other forms of insurance covering the period of their services on behalf of the ITTO as they consider appropriate. ITTO is not liable for death or injury suffered in carrying out this assignment. ITTO shall also not be liable for any third party claims which may arise from the implementation of this assignment. Consultants are not eligible to participate in the life or health insurance schemes available to ITTO staff members.

7. ARBITRATION

Any dispute arising out of, or in connexion with, this agreement shall, if attempts at settlement by negotiation have failed, be submitted to arbitration in Yokohama, by a single arbitrator agreed to by both parties. Should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, then each party shall proceed to appoint one arbitrator and the two arbitrators thus appointed shall agree on a third. Failing such agreement, each party may request the appointment of the third arbitrator by the President of the United Nations Administrative Tribunal. The decision handed down in such arbitration shall constitute final resolution of the dispute.

8. TAXATION

The ITTO undertakes no liability for taxes, duty or other contributions payable by the consultant on payments made under this contract. No statement of earnings will be issued by the ITTO to the consultant.

9. OTHER PROVISIONS

NIL