

AGREEMENT BETWEEN NITIDAE AND

This Agreement ("the Agreement") is entered into and is effective as of by and between Nitidæ whose registered office is 127 rue d'Avron, 75020, Paris, France (hereinafter referred to as "Nitidæ") and whose *registered / address* is (hereinafter referred to as "the Consultant").

0. Preamble :

Nitidæ's mission is to design and lead projects that preserve the environment while contributing to the local economy. The projects are designed to be economically viable, scalable and replicable across developing countries.

Partnerships for Forests is a five-year programme funded by the UK Department for International Development (DFID) as part of its commitment to help countries mitigate and adapt to climate change.

Partnerships for Forests is looking to support its partner Nitidæ to conduct a feasibility study for the creation of an eco-friendly cashew processing facility on the periphery of the Gile National Reserve in Mozambique.

The proposed project consists in the creation of a cashew processing unit in the surrounding of the Gile National Reserve (GNR), in Zambezia province of Mozambique. This processing unit will be based on "low deforestation" incentives: the unit will buy raw cashew nuts (RCN) from farmers at higher than market prices on the condition that they do not clear forest trees for agricultural practises. The planned investment will improve smallholders' position in the agricultural and cashew value chains. The processing plant will both create new job opportunities and increase the added value of local production of cashew by fostering vertical integration in Mozambique.

To carry-out this project Nitidæ has released an Invitation to Tender, which has been replied to by the Consultant.

1. Scope of Work:

The Consultant will work with Nitidæ to execute the tasks and activities ("the Services") specified in Annex 1 ("Contractor's Tender details and Invitation") for the project in as directed by Nitidæ and in so doing shall exercise all due skill, care and diligence.

2. Compensation:

- a. Nitidæ agrees to pay the Consultant for each completed activity as specified in the Annex 2 (Revised financial proposal), i.e. USD.
- b. The Consultant must deliver the work to the quality and content requirements as defined in the Activity Plan and any further quality requirements specified by Nitidæ prior to the start of the work on any specific activity.
 - i. The Consultant acknowledges that time is of the essence for the delivery of the Services and any failure to meet the times specified in Annex 1 will result in no

compensation for any Services that are delivered after the deadline, except if deadlines are pushed back in accordance with Nitidæ .

- ii. Compensation for work done by the Consultant will only be paid should the work be to the standard required by Nitidæ. Failure to meet a reasonable quality standard may, at Nitidæ's sole discretion, results in a reduction of compensation to the Consultant. Nitidæ will need to provide clear reasoning if it reaches a determination that the work is of insufficient quality.
- c. The agreement shall cover a period from until
- d. The Consultant shall be entitled to any reimbursement of any costs or expenses incurred regarding the missions abroad undertaken for the Services (i.e. reimbursable costs) on transmission of supporting documents within the budgetary limits laid down in the Contract and in accordance with the guidelines described in the Annex 1.

3. Invoicing:

- a. Invoices must include a summary of the work completed by the Consultant that is being paid by the invoiced amount.
- b. Invoicing schedule:
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- c. Nitidæ will pay the Consultant within days of the later of receipt of an appropriate invoice from the Consultant. No VAT will be paid in relation to the payment by Nitidæ to the Consultant for the Services unless otherwise agreed.

4. Cooperation:

Both Nitidæ and the Consultant acknowledge and agree that successful completion of the Services will require their full and mutual good faith and cooperation.

5. Limitation of Liability:

- a. Both parties shall hold each other non-liable regarding any liability that arises due to the breach of the Contract Documents which would be caused by the acts or omissions of the other party.
- b. Despite anything else contained in this Agreement, the Consultant will not be liable for any delay in performing or failure to perform its obligations caused by circumstances beyond its control (including, without limitation, *to be further developed*

6. Dispute Resolution:

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the French Rules, which Rules are deemed to be incorporated by reference into this provision. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Paris. The language to be used in the arbitral proceedings shall be French.

7. Termination:

Nitidæ may terminate this Agreement in the event of early termination of the Contract by or in the event of Partnerships for Forests terminating their contract with or payments to Nitidæ. In any such event, the Consultant shall be entitled to payment for the Services properly rendered relating to this Agreement prior to the effective date of termination (but only to the extent such payment remains due and payable under the Contract).

8. Independent Company:

The Consultant is an independent limited company, individual contractor or other separate organisation and not an agent, representative, member or employee of Nitidæ. Except as otherwise expressly agreed, Nitidæ will not have control over or liability for the Consultant. The Consultant agrees that it shall be responsible for paying income taxes, national insurance and social security amounts, required by law to be paid in respect of the Consultant performing the Services in relation to the Project. The Consultant shall also be responsible for holding sufficient insurance (including liability insurance) for performing the services in relation to the Project.

9. Assignment:

Nitidæ and the Consultant agree that neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party (not to be unreasonably withheld).

10. Intellectual Property:

- a. Any intellectual property rights in all work and material created in the course of carrying out any work under this Agreement or in relation to the Project will vest in Nitidæ.
- b. Any work or material developed independently by the Consultant will vest in Nitidæ and will be licenced to the Consultant at no cost and without restraint.

11. Miscellaneous:

This Agreement and a Non-Disclosure Agreement (“NDA”) constitute the entire agreement and understanding between the parties with respect to the subject hereof, and supersede all prior discussions and writings with respect hereto. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement.

Neither party shall have the ability to file an appeal with regards of any untrue statement made by the other and upon which that party relied on when entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only ability to file an appeal shall be for breach of the contract as provided in this Agreement.

This Agreement shall be governed by, and construed in accordance with, the laws of England. No modification, alteration or amendment of this Agreement shall be effective unless contained in a writing that is signed by both parties and that specifically refers to this Agreement. In the event that any term or provision of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable under any applicable law, such term or provision shall be deemed severed from this Agreement, and the remaining terms and provisions will be unaffected thereby. The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

THE CONSULTANT

Signed _____

Print Name

Title

ASSOCIATION NITIDAE

Signed _____

Print Name

Title

