

REPUBLIC OF TRINIDAD & TOBAGO

AGREEMENT

THIS AGREEMENT is made in duplicate this day of August, 2016 between, **LBC** (hereinafter referred to as the “**Consultant**”) of 19 Kingsway, Kingston Jamaica of the One Part and **exporTT Limited** (hereinafter referred to as “**exporTT**”) of 151B Charlotte Street, Port-of-Spain, Trinidad and Tobago, West Indies, of the Other Part.

1. OBLIGATIONS OF THE PARTIES

- 1.1 **exporTT** agrees to retain the **Consultant** for the Scope of Services set out in Appendix I of this Agreement and the **Consultant** agrees to perform the Scope of Services under the terms and conditions outlined in this Agreement.
- 1.2 The **Consultant** shall exercise all reasonable skill, care and diligence in the discharge of their duties under this Agreement, and the **Consultant’s** duties and responsibilities shall be limited to those imposed on it by this Agreement and any applicable law.

2. INDEPENDENCE OF THE EXPORTT

- 2.1 The **Consultant** and **exporTT** are independent contractors. Both parties acknowledge and agree that **Consultant's** engagement hereunder is not exclusive and that either Party may provide to, or retain from, other similar such services provided that it does so in a manner that does not otherwise breach this Agreement. Neither party is, nor shall claim to be, a legal agent, representative, partner or employee of the other, and neither shall have the right or authority to contract in the name of the other nor shall it assume or create any obligations, debts, accounts or liabilities for the other.

3. FINANCIAL PROVISIONS

- 3.1 **exporTT** agrees to pay the **Consultant**, and the **Consultant** agrees to accept the fee for undertaking the Scope of Services, in accordance with the Disbursement Schedule set out in Appendix II to this Agreement.
- 3.2 All payments shall be made by **exporTT** within Ten (10) working days of the receipt of due deliverables and presentation of the appropriate **Consultant’s** invoice to **exporTT**.
- 3.3 Payments shall be made in Trinidad and Tobago Dollars.

3.4 Payments shall only be made if, in the estimation of **exporTT**, the **Consultant** satisfactorily performs the Scope of Services specified in Appendix I.

4. **TERMINATION**

4.1 If the **Consultant** shall be guilty of any misconduct or any breach or non-observance of any of the conditions of this Agreement, or shall neglect or fail or refuse to carry out the duties assigned to it, **exporTT** shall be entitled summarily to terminate this Agreement without notice and without payment in lieu of notice.

5. **CONFIDENTIALITY**

5.1 The **Consultant** shall take all reasonable care to ensure that all information concerning the Scope of Services, shall be used by the **Consultant** solely for the purpose of and in the performance of the Scope of Services and shall not at any time be disclosed by the **Consultant** without the prior approval in writing from **exporTT** except to such persons and to such extent as may be necessary for the performance of the Scope of Services.

6. **MODIFICATIONS**

6.1 Should circumstances arise which call for modifications of this Agreement these may be made by mutual consent of the parties given in writing. Proposals in this respect from one party shall be given due consideration by the other party.

7. **TITLE RIGHTS AND COPYRIGHT**

7.1 The ownership of and sole right to the copyright in any design, document and other intellectual property prepared by the **Consultant** under this Agreement shall be vested in **exporTT**.

8. **NOTICES**

8.1 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement by either party shall be in writing to:

For exporTT :	For the Consultant :
Maria Padilla-Benjamin	LBC
Manager, Training	Consultant
exporTT Limited	19 Kingsway
#151B Charlotte Street	Kingston
Port-of-Spain	Jamaica W.I.
623-5507	(876) 000-0000
mpadilla-benjamin@exporTT.co.tt	(246) 000-0000
	lbc123@gmail.com

9. **INFRINGEMENT OF INTELLECTUAL PROPERTY**

- 9.1 The **Consultant** undertakes and warrants that the copyright and other intellectual property in any design, document and other intellectual property made by (or on behalf of) the **Consultant** do not infringe any patents, registered and unregistered designs, copyright and all other intellectual property protection, wherever in the world enforceable, of third parties and no claims of such infringement have been made or are the subject of any litigation actual or threatened.

10. **INDEMNITY**

- 10.1 The **Consultant** shall indemnify and keep indemnified **exporTT** from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by **exporTT** resulting from a breach of this Agreement by the **Consultant**, including any:
- (a) act of neglect or default of the **Consultant**, its employees or agents; and;
 - (b) breach in respect of any matter arising from the supply of the services resulting in any successful claim by any third party.

11. **FORCE MAJEURE**

- 11.1 Any failure or delay in the performance by either party of its obligations shall not be a breach of this Agreement if such failure or delay results from any force majeure event including an act of God, war, riot, terrorism, embargo, civil unrest, disease outbreak, power or telecommunications failure or any other circumstances reasonably beyond the control of the defaulting party.
- 11.2 Any party affected by a force majeure event shall notify the other party of such event as soon practicable and in any event not later than Two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.

12. **COMPLETENESS OF THE AGREEMENT**

- 12.1 This Agreement represents the only one between the parties for the services requested and to be provided and supersedes any previous Agreement for the Services identified in this Agreement.
- 12.2 Each party acknowledges that this Agreement contains the entire contract between the parties.

13. **MISCELLANEOUS**

- 13.1 The parties hereto covenant, warrant and represent to each other good faith, complete co-operation, due diligence and honesty in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.
- 13.2 If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such

provision to persons or circumstances other than those as to which it is held invalid, shall not be thereby affected.

13.3 A delay or failure by any party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

13.4 This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

Signed by the legal representative of **exporTT** and the **Consultant**:

Dwight Brown)
Chief Executive Officer (Ag.))
for and on behalf of)
exporTT Limited)
in the presence of)

Date:

LBC)
Consultant)
in the presence of)

Date:

APPENDIX I

SCOPE OF SERVICES

The **Consultant** will be responsible for the satisfactory performance of the following activities on behalf of **exporTT's** Training Unit:

- (i) Design and delivery of a workshop on “Creating An Impactful Company Profile: Strengthening Your Brand” for a maximum of twenty five (25) participants, which will be held at exporTT Level 3 Training Room, 151B Charlotte Street, Port of Spain, Trinidad fromtime on ...date
- (ii) After completion of the workshop, the **Consultant** shall submit a workshop report specifying, but not limited to the following:
 - a. The extent to which the Workshop’s objectives were met;
 - b. General observations made during the conduct of the workshop
 - c. Further training required by the participants to assist with building their export capacity.
 - d. Recommendations for improvement of the workshop;
- (iii) Submission of One (1) electronic version or One (1) printed version of the workshop reports. The electronic version of the workshop report shall be emailed to mpadilla-benjamin@exporTT.co.tt . The printed version should be delivered to the address specified for **exporTT** Notices in Clause 8.1 above. These reports should be submitted no later than **one week** after the delivery of the workshop.

APPENDIX II

DISBURSEMENT SCHEDULE

Payment is activity and/or output based and will be made as follows:

Activity	Payment
20% Upon submission of Manual	
80% Upon completion of workshop and submission of workshop report	

TOTAL (VAT EXCLUSIVE)

Payment shall be made by **exporTT** within ten (10) working days of the receipt of due deliverables and presentation of the appropriate **Consultant’s** invoice to **exporTT**.