

SERVICE AGREEMENT

Between

International Centre for Diarrhoeal Disease Research, Bangladesh (icddr,b)

And

Association for Prevention of Septic Abortion, Bangladesh (BAPSA)

The agreement sets out terms and conditions under which Association for Prevention of Septic Abortion, Bangladesh (BAPSA), located at House # 71, Block # C, Avenue-5, Section # 6, Mirpur, Dhaka-1215, shall provide training to International Centre for Diarrhoeal Disease Research, Bangladesh (icddr,b), located at 68, Shaheed Tajuddin Ahmed Sarani, Mohakhali, Dhaka-1212, Bangladesh, for the project entitled "Exploring the Opportunities and Challenges Around Reproductive Health in Disaster in Bangladesh", in pursuant to the Agreement funded by International Planned Parenthood Federation (IPPF) [icddr,b Grant No-01486].

1. The duration and validity:

This agreement will be effective from 1st January, 2017 to 31st March, 2017 (3 months) and may be extended by mutual agreement in writing, signed by the duly authorized personnel of both parties.

2. Facilities:

Through the agreement icddr,b would receive the following services from BAPSA:

- a. BAPSA will arrange a training course on "Menstrual Regulation (MR) and Post Abortion Care (PAC)" for the: i) Family Welfare Visitors (FWVS)-14 days, ii) Paramedics/Nurses-8 days, and iii) Medical Doctors-4 days, working in the Health and Family Welfare Clinics (H&FWCs), and Upazila Health Complex (UHC) of Belkuchi sub-district, Sirajganj. The training will be held in BAPSA Head Office, House # 71, Avenue# 5, Block # C, Section # 6, Mirpur, Dhaka.
- b. BAPSA will conduct an orientation workshop for 4 days (2 days for Medical Doctors and 2 days for Paramedics/Nurses) will be held at Belkuchi UHC, Sirajganj.
- c. BAPSA will conduct another orientation workshop for 2 days for the front line health and family planning workers--one day for Family Planning Inspector (FPI)/Family Welfare Assistant (FWA) and one day for Health Inspector (HI)/Assistant Health Inspector (AHI)/ Health Assistant (HA). This training program will be held at Belkuchi UHC, Sirajganj.

The trainings will be provided by BAPSA as per the Annexure- A attached herewith. A complete report will be submitted by BAPSA within 7 days of completion of all the training courses and orientation programs of each batch.

3. Roles and Responsibilities:

- a. The parties will jointly responsible for
 - i. Ensuring the spirit of a joint collaboration in the overall conduct and coordination of the Project.
- b. icddr,b will be responsible for:
 - i. paying to BAPSA the cost of the Training as per Annex-A.
- c. BAPSA WILL BE RESPONSIBLE FOR:
 - i. Making necessary arrangements for the provision of the trainings and orientation sessions as per Clause 2
 - ii. Submitting a complete training report after completion of training course and orientation session of each batch

4. Key Personnel:

For icddr,b:

Dr. Fauzia Akhter Huda, Project Coordinator and Principal Investigator of the study, maternal and Child Health Division, icddr,b; fauzia@icddrb.org, 01716962841,

For BAPSA:

Md. Altaf Hossain, Director – BAPSA, altafh.bapsa@gmail.com, 01720132013

5. Performance Standards

BAPSA undertakes to perform its work with the highest standards of professional, ethical competence and integrity, and as per the stipulations of this Service Agreement. BAPSA shall be responsible for the professional quality, timeliness, coordination and completeness of the work. icddr,b shall not supervise nor control the details of BAPSA's services but rather shall be interested only in the results of the BAPSA's work as per the Agreement.

6. Representations

BAPSA hereby represents that it has the requisite power and authority to enter into this Service Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Service Agreement by BAPSA and the consummation by BAPSA of the transactions contemplated hereby have been duly authorized and licensed by the relevant authority. This Service Agreement has been duly executed and delivered by BAPSA and constitutes a valid and binding instrument, enforceable in accordance with its terms.

7. Payment:

The cost of the training and orientation sessions will be charged as per the Annexure- A, which includes - Accommodation, per diem, transportation cost, handouts, course materials, certificate, required medicine for practical purposes, refreshment (morning snacks and lunch), venue charge, multi-media, resource persons honorarium, referral fee for FM and support services etc..

Payment will be calculated as per participants attending the training.

icddr,b will make the payment by BEFTN in favor of "Association for Prevention of Septic Abortion, Bangladesh (BAPSA)".

Payment shall be made within thirty (30) days of the receipt of invoices from BAPSA, Seventy Five percent (75%) Payment will be made before starting the training and/or orientation sessions and another 25% will be paid by icddr,b after the completion of the training.

Account Currency:

The payment will be determined as per the participation of the participants in the amount of not exceeding 15,46,182 (Fifteen Lack Forty Six thousand One hundred and Eighty Two BD TK (Including Vat and Tax)

BAPSA shall be entirely responsible for all taxes, duties, fees, and other such levies imposed inside and outside Bangladesh, wherever applicable, tax as prescribed by Taxation/VAT Authorities will be deducted from the bill(s) at source

8. Technical Verification:

BAPSA shall grant, upon icddr,b's reasonable request, icddr,b staff and its representatives, access to facilities where the Services are being performed, and shall provide icddr,b staff appropriate assistance for any technical verification and evaluation of the Project.

9. Non Disclosure and Confidentiality:

Each party acknowledges that all information concerning the trade secrets, operations, processes, organization, business, finances, transactions, dealings or affairs of the other party or any of its subsidiaries or associated companies, suppliers or customers, which comes to the attention of the receiving party hereunder, is the proprietary information of the other party. Each receiving party shall treat the other party's information as confidential and shall not at any time for any reason disclose the Information or allow it to be disclosed to any third party nor shall use it or allow it to be used other than in relation to the purpose of this Agreement. The Parties also covenant that all individual health records and data on Study Subjects shall remain confidential. This non-disclosure obligation shall survive termination or completion of this agreement. This obligation shall survive termination or completion of this agreement.

10. Termination and Dispute Settlement:

Either Party may terminate this Agreement by giving one month's written notice to the other Party. Prior to early termination of this Agreement, every effort shall be made to resolve any dispute arising in connection with this Agreement in an amicable and informal manner.

In case of any dispute arising out of or in connection with this contract shall be resolved amicably. If such amicable settlement is not reached within 30days, the dispute shall be referred to Arbitration by either party in accordance with the Rules of Arbitration of the Bangladesh International Arbitration Centre (BIAC). The legal

seat of the Arbitration shall be Dhaka, Bangladesh and place of Arbitration shall be official premises of icddr,b. Substantive laws of Bangladesh shall be applicable. Each party shall nominate one arbitrator and the arbitrators will select a chair. The language of the arbitration shall be English. The decision of the Arbitrator shall be final and binding

11. Liability, Insurance and indemnity:

Each Party shall be acting as independent contractors in the performance of their work relating to this Agreement and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of its employees, officers, directors or agents in connection with performance of this Agreement, for which they may be held liable under applicable law. Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its activities under this Agreement and shall indemnify the other party for any loss or claim.

The BAPSA shall be responsible to perform its obligations as per the terms and conditions of this Service Agreement and shall indemnify, defend or hold harmless icddr,b from or against any loss or damages resulted from BAPSA's failure to perform or substandard and/or negligent performance of its obligations. icddr,b at its own discretion shall retain the right to require BAPSA to re-perform without any additional cost or to require BAPSA to reimburse the cost of procuring the service from any other or internal source. The above right shall be in addition of icddr,b's right to be indemnified for any other loss or damages and legal or contractual obligations.

12. Force Majeure:

This Agreement is subject to Force Majeure, which shall mean any unforeseeable circumstance or circumstances beyond the Parties' control, such as accidents, natural disasters, weather conditions, armed conflicts, strikes, inability to secure labour, restrictions imposed by a government or government agency, or any other delays beyond the control of the Parties. If performance is prevented by any cause of Force Majeure, this Agreement shall be void without penalty to either Party for any such performance not delivered.

13. Partnership or Agency:

Nothing in this Agreement shall create any partnership, joint venture, or relationship of principal and agent between the Parties.

14. No Conflicting Obligations

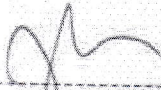
BAPSA hereby warrants that the execution, delivery and performance of this Service Agreement, and the carrying out of the transactions contemplated hereby, do not conflict with or result in a breach or violation of any law, regulation, contract, agreement, or other obligation to which it is bound as of or after the Effective Date.

15. Use of Names:

Neither Party shall make use of this Agreement, or use the name of the other Party, nor that of any member of the other's staff, in any publicity, advertising, or news release without the prior written approval of the other Party. This shall not include internal documents available to the public that identify the existence of this Agreement.

By signing below, the duly authorized representatives of each Party do hereby agree to the terms and conditions of this Agreement on the date indicated.

Accepted for icddr,b:



Prof. John D. Clemens
Executive Director

Date:

11/11/17

Accepted for BAPSA:



11.08.2017

Md. Altaf Hossain
Director

Date:

Acknowledgement:



10-01-17

[Name] DR. FAUZIYA AKHTER HUDA
[Designation]

Project Coordinator

Acknowledgement:



11-01-17

Md. Hadayat Ullah Bhuiyan
Deputy Director (Research & Training)