

**SERVICE CONTRACT FOR [complete]**

**CONTRACT NUMBER - [complete]**

The Maldives Civil Aviation Authority (hereinafter referred to as "the CAA"), which is represented for the purposes of the signature of this contract by [name in full and function],

of the one part, and

[official name in full]

[official legal form]

[official address in full]

[statutory registration number]

[Tax/VAT registration number]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [name in full and function],

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following **Annexes**:

Annex I – Tender Specifications No CAA–TENDER–2013–01 – Lot(s) [complete]

Annex II – Contractor’s Tender of [date]

which form an integral part of this contract (hereinafter referred to as “the Contract”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes.

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the CAA, subject to the rights of the Contractor under Article I.8, should it dispute any such instruction.

## **I. SPECIAL CONDITIONS**

### **ARTICLE I.1 – SUBJECT**

- I.1.1 The subject of the Contract is the provision of technical training services in the field of [complete as per relevant lot].
- I.1.2 The Contractor undertakes, on the terms set out in this contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:] [specified in Annex [complete].]
- I.1.3 The Contract does not confer on the Contractor an exclusive right to provide the services described in Annex I to the CAA.

### **ARTICLE I.2 – DURATION**

- I.2.1 This contract shall enter into force [[on the date on which it is signed by the last contracting party].
- I.2.2 The duration of the tasks shall not exceed [*days/months*]. Execution of the tasks shall start from [*date of entry into force of contract*] or [indicate date]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.
- I.2.3 Prices shall be fixed and subject to no revision for the entire duration of the Contract.

### **ARTICLE I.3 – PRICES**

- I.3.1 The total amount to be paid by the CAA under this contract shall be USD [amount in figures and in words] covering all tasks executed.
- I.3.2 In addition to the price [*no reimbursable costs are foreseen*][*costs up the an amount of USD ... will be reimbursed according to the provisions of Article II.7*]

### **ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT**

- I.4.1 Implementation of the services shall be as described in Annex I.
- I.4.2 Within seven days of the Contract being sent by the CAA to the Contractor, the CAA shall receive it back, duly signed and dated.

### **ARTICLE I.5 – PAYMENT PERIODS**

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

- I.5.1 **Pre-financing:**  
Not applicable
- I.5.2 **Interim Payment:**  
15% of the total amount specified in I.3.1
- I.5.3 **Payment of the Balance:**

The request for payment of the balance of the Contractor shall be admissible if accompanied by

- the relevant breakdown of services provided, as specified in Annex I;
- the relevant detailed invoices, indicating the reference number of the Contract.

Within thirty days of the date of receipt of the relevant invoice(s), payment of the balance corresponding to the relevant invoices shall be made.

#### **ARTICLE I.6 – BANK ACCOUNT**

I.6.1 Payments shall be made to the Contractor's bank account denominated in USD, identified as follows:

Name of bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete]

Full account number including codes: [complete]

IBAN code: [complete]

SWIFT/BIC code: [complete]

#### **ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS**

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract numbers. Ordinary mail shall be deemed to have been received by the CAA on the date on which it is received by the Authority. Communications shall be sent to the following addresses:

**CAA:**

Maldives Civil Aviation Authority

11th floor, Velaanaage

Ameeru Ahmed Magu

Male' 20096, Republic of Maldives

Tel: (960) 3324992

Fax: (960) 3323039

**Contractor:**

Mr/Mrs/Ms [complete] [Function]

[Company name] [Official address in full]

#### **ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

I.8.1 The Contract shall be governed by Maldivian law.

I.8.2 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Maldives.

#### **ARTICLE I.9 – (RESERVED)**

#### **ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY**

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving one month formal prior notice. Should the CAA terminate the Contract, the

Contractor shall only be entitled to payment corresponding to the services ordered and executed before the termination date. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the services rendered up to the date on which termination takes effect, within a period not exceeding thirty days from that date.

#### **ARTICLE I.11 – INTELLECTUAL AND INDUSTRIAL PROPERTY**

Notwithstanding Article II.8 intellectual and industrial property rights (including without limitation all logo, copyrights, trademarks and registered trademarks) in training materials (“Materials”) made available to the CAA under this Contract in any form, format or media, shall remain the property of their respective owners. None of the Materials provided may be reproduced or transmitted, in any form or by any means, without the prior written permission from the copyright owners, except for the CAA’s internal use. The Contractor agrees to provide at no additional cost a copy (including an electronic copy) of the Materials to the CAA for its internal use. The Contractor shall have sole responsibility for obtaining any permit or licence required for unencumbered use of third party intellectual property rights that may be contained within the Materials. The Contractor warrants -and accepts full responsibility in that respect- that any Materials (and any copies thereof) provided to the CAA can be freely used by the CAA internally, at no cost and without breaching any intellectual or industrial property rights.

#### **ARTICLE I.12 – ADVERTISING**

The Contractor shall neither represent the CAA nor behave directly or indirectly in a way that would give the impression of representation, endorsement, affiliation or association of any kind between itself and the CAA. Any communication to third parties concerning the Contractor’s relationship with the CAA should be agreed with the CAA in advance.

## **II. GENERAL CONDITIONS**

### **ARTICLE II.1 – PERFORMANCE OF THE CONTRACT**

- II.1.1 The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2 Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.3 The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.4 The Contractor shall neither represent the CAA nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the CAA.
- II.1.5 The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the CAA;
  - the CAA may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the CAA any right arising from the contractual relationship between the CAA and the Contractor.
- II.1.6 In the event of disruption resulting from the action of a member of the Contractor's staff working on CAA premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The CAA shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.7 Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the CAA. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.
- II.1.8 Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the CAA may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the CAA may impose penalties or liquidated damages provided for in Article II.16.

## **ARTICLE II.2 – LIABILITY**

- II.2.1 The CAA shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the CAA.
- II.2.2 The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The CAA shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3 The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the CAA by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4 In the event of any action brought by a third party against the CAA in connection with performance of the Contract, the Contractor shall assist the CAA. Expenditure incurred by the Contractor to this end may be borne by the CAA.
- II.2.5 The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry.

## **ARTICLE II.3 – CONFLICT OF INTERESTS**

- II.3.1 The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the CAA in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The CAA reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the CAA, any member of his staff exposed to such a situation.

- II.3.2 The Contractor shall abstain from any contact likely to compromise his independence.
- II.3.3 The Contractor declares:
- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
  - that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.
- II.3.4 The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the CAA should it so request.

## **ARTICLE II.4 – INVOICING AND PAYMENTS**

### **II.4.1 Pre-financing:**

Where required by Article I.5.I, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre- financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the CAA at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the CAA to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The CAA shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

### **II.4.2 Interim payment:**

At the end of each of the periods indicated in Annex I the Contractor shall submit to the CAA a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the CAA shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the CAA does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the CAA requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

### **II.4.3 Payment of the balance:**

Within thirty days of completion of the tasks, the Contractor shall submit to the CAA a formal request for payment accompanied by those of the following documents, which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices;
- statements of reimbursable expenses in accordance with Article II.7

If the report is a condition for payment, on receipt the CAA shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the CAA does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the CAA requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

**ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS**

- II.5.1 Payments shall be deemed to have been made on the date on which the CAA's account is debited.
- II.5.2 The payment periods referred to in Article I.5 may be suspended by the CAA at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the CAA may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.  
  
The CAA shall notify the Contractor accordingly and set out the reasons for the suspension in writing with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 shall begin to run again once the suspension has been lifted.
- II.5.3 In the event of late payment the CAA shall pay the Contractor a penalty sum equivalent to the 2% of the total invoice amount. Suspension of payment by the CAA may not be deemed to constitute late payment.

**ARTICLE II.6 – RECOVERY**

- II.6.1 If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in USD on receipt of the debit note, in the manner and within the time limits set by the CAA.
- II.6.2 (Reserved)
- II.6.3 The CAA may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the CAA that is certain, of a fixed amount and due. The CAA may also claim against the guarantee, where provided for.



## **ARTICLE II.7 – REIMBURSEMENTS**

- II.7.1 Where provided by the Special Conditions or by Annex I, the CAA shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.
- II.7.2 Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.
- II.7.3 Travel expenses shall be reimbursed as follows:
- a. travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- II.7.4 Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:
- a. daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
  - b. daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
  - c. daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.
- II.7.5 The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the CAA has given prior written authorisation.

## **ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY**

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the CAA, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

## **ARTICLE II.9 – CONFIDENTIALITY**

- II.9.1 The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.
- II.9.2 The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

## **ARTICLE II.10 – USE, DISTRIBUTION AND PUBLICATION OF INFORMATION**

- II.10.1 The Contractor shall authorise the CAA to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the

Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports.

- II.10.2 Unless otherwise provided by the Special Conditions, the CAA shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the CAA.
- II.10.3 Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the CAA and shall mention the amount paid by the CAA. It shall state that the opinions expressed are those of the Contractor only and do not represent the CAA's official position.
- II.10.4 The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the CAA has specifically given prior written authorisation to the contrary.

#### **ARTICLE II.11 – TAXATION**

- II.11.1 The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2 (Reserved).
- II.11.3 Invoices presented by the Contractor shall indicate his place of taxation and shall specify separately the amounts not including taxes and the amounts including taxes.

#### **ARTICLE II.12 – FORCE MAJEURE**

- II.12.1 Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2 Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by in writing with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3 Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.12.4 The contracting parties shall take the necessary measures to reduce damage to a minimum.

#### **ARTICLE II.13 – SUBCONTRACTING**

- II.13.1 The Contractor shall not subcontract without prior written authorisation from the CAA nor cause the Contract to be performed in fact by third parties.

II.13.2 Even where the CAA authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the CAA under the Contract and shall bear exclusive liability for proper performance of the Contract.

II.13.3 The Contractor shall make sure that the subcontract does not affect rights or guarantees to which the CAA is entitled by virtue of the Contract, notably Article II.17.

#### **ARTICLE II.14 – ASSIGNMENT**

II.14.1 The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the CAA.

II.14.2 In the absence of the authorisation referred to in I above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the CAA.

#### **ARTICLE II.15 – TERMINATION BY THE CAA**

II.15.1 The CAA may terminate the Contract in the following circumstances:

- a. where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract;
- c. where the CAA has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- d. where the CAA has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the CAA's financial interests;
- e. where the CAA has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- f. where the Contractor is in breach of his obligations under Article II.3;
- g. where the Contractor was guilty of misrepresentation in supplying the information required by the CAA as a condition of participation in the Contract procedure or failed to supply this information;
- h. where a change in the Contractor's legal, financial, technical or organisational situation could, in the CAA's opinion, have a significant effect on the performance of the Contract;
- i. where execution of the tasks under the contract has not actually commenced within fifteen days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the CAA;

- j. where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- k. where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.15.2 In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.2.

II.15.3 Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4 Consequences of termination:

In the event of the CAA terminating the Contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The CAA may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the CAA may engage any other contractor to execute or complete the services. The CAA shall be entitled to claim from the Contractor all extra costs incurred in making good and completing services, without prejudice to any other rights or guarantees enforceable under the Contract.

#### **ARTICLE II.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR**

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the CAA may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

#### **ARTICLE II.16 – LIQUIDATED DAMAGES**

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the CAA's right to terminate the Contract, the CAA may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. These liquidated damages

shall not be imposed where there is provision for interest for late completion. The Authority and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

**ARTICLE II.17 – CHECKS AND AUDITS**

II.17.1 The CAA or an outside body of its choice shall be empowered to audit the documents held by the natural or legal persons receiving payments from the CAA. The purpose of checks and audits shall be limited to compliance with contractual obligations from signature of the Contract up to three years after payment of the balance.

**ARTICLE II.18 – AMENDMENTS**

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

**ARTICLE II.19 – (RESERVED)**

**SIGNATURES**

**For the Contractor,**  
[Company name/forename/surname/function]

**For the CAA,**  
[forename/surname/function]

Signature[s];

Signature[s];

\_\_\_\_\_

\_\_\_\_\_

Done at \_\_\_\_\_, [date]

Done at Male', [date]

In triplicate in English.