Contract For Individual Consultant

Between

Plan Bleu pour l'Environnement et le Développement en Méditerranée

and

Günter Winckler

Contract Number: 2012001

Project name: Regional – Governance & Knowledge generation Project
Grant #:
Title of Consulting Services: Facilitation of international events and meetings
Component: Component 1 Governance; Sub-component 1.5 Regional Integration (Support to the Project Steering Committee)
Procurement reference: IC 002

Date of Contract's Signature: 20/01/2012

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CONTRACT FOR THE DELIVERY OF FACILITATION SERVICES
Facilitation of the Regional – Governance and Knowledge generation Project's Launch and first Project Steering Committee meeting

CONTRACT

THIS CONTRACT ("Contract") is entered into this *January 23rd, 2012* by and between *Plan Bleu pour l'Environnement et le Développement en Méditerranée* ("the Client") having its principal place of business at *15, rue Ludwig Van Beethoven - Sophia Antipolis F-06560 Valbonne (France)* and *Mr. Günter Winckler* ("the Consultant") having its principal office located at *Zum Hedelsberg 30, 50999 Köln, Germany.*

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

The Consultant shall perform the services specified in Annex A, "Terms of Reference," which is made an integral part of this Contract ("the Services").

2. Term

The Consultant shall perform the Services during the period commencing *January 23rd, 2012* and continuing through *January 25th, 2012*, or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed EURO 3,506.00 as detailed in the Consultant's financial offer in Annex B.

All of the amounts mentioned in Annex B have been established based on the understanding that they include all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

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B. Schedule of Payments

The payments shall be done based on the consultant's proposal (Annex B), upon the completion of the assignment, as specified in Annex A, acceptable to the Client.

C. Payment Conditions

Payment shall be made in EUR, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments will be made by bank transfer to the account the Consultant will have notified, through the attached form in Annex C.

If the Consultant's bank account is held outside France, the costs of wire transfer will be as following:

- charged to the Client only if the Consultant provided his complete bank information, mentioning his IBAN (International Banking Account Number, mandatory for EU countries, Morocco, Tunisia and Turkey) and his BIC code (also named SWIFT code) and the entire address of his bank ;
- charged to the Consultant if one of the following details are missing: IBAN (if applicable), or BIC code, or the entire address of the receiver bank.

4. Project Administration

A. Coordinator

The Client designates Ms. *Lina Tode* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the delivered services and of other deliverables by the Client and for receiving and approving invoices for the payment.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

The Consultant is bound to conform to the French law. He will have to compensate the Client for all complaints and proceedings that might occur due to law violation.

The Consultant asserts that he did not propose, and will not propose directly or indirectly any advantages (offers, donation promises, gifts…) creating or able to create a bribery infraction as stated by the

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OECD CONVENTION of the December, 17th 1997, related to the Commitment against foreign public agents corruption.

6. **Confidentiality** — The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. **Ownership of Material** — Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. **Consultant Not to be Engaged in Certain Activities** — The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance** — The Consultant will be responsible for taking out any appropriate insurance coverage.

10. **Assignment** — The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. **Law Governing Contract and Language** — The present Contract shall be governed exclusively by the law of France. All written papers exchanged between the Client and the Consultant shall be in French and/or in English.

12. **Dispute Resolution** — Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

13. **Final Provisions** — The Consultant declares his approval of the terms of the present contract of which he initials all pages including those of the annex "Terms of Reference".

The signature of the contract shall be preceded with the hand-written wording "Read and approved".

The contract is drawn up in English and in two copies, of which the

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Client keeps one copy, and the Consultant the second one.

FOR THE CLIENT

Signed by Patrick Bovis

Title: LFO, officer in charge

FOR THE CONSULTANT

Signed by _____

Title: _____

PLAN BLEU POUR L'ENVIRONNEMENT ET
LE DEVELOPPEMENT EN MÉDITERRANÉE
15, rue Ludwig Van Beethoven
Sophia Antipolis F - 06560 VALBONNE
Tél. 04 92 38 71 30 - Fax 04 92 38 71 31
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LIST OF ANNEXES

Annex A: Terms of Reference
Annex B: The Consultant's financial proposal
Annex C: The Consultant's contact details – form delivered in a separate excel file, to be filled out by the Consultant and to be returned to the Client upon signature of the contract.

ANNEX A: Terms of Reference

REGIONAL – GOVERNANCE & KNOWLEDGE GENERATION PROJECT
Component 1 Governance
Sub-Component 1.5 Regional environmental integration
Procurement Reference: IC002

Terms of Reference of an Individual Consultant
to facilitate the Project Launch and the 1st Project Steering Committee meeting

A. Context

1. The Regional – Governance and Knowledge generation Project has been conceived to foster the integration of environmental issues into sectoral and development policies of Lebanon, Morocco, and Tunisia (Beneficiaries) and potentially of Algeria, Egypt, Libya, Syria, and West Bank and Gaza (potential Beneficiaries). The Project aims at achieving this objective via (i) the production of innovative knowledge on environmental issues, with specific reference to water related issues (freshwater, coastal, and marine resources), and (ii) the organization of conferences, seminars, workshops, etc. during which knowledge will be used to strengthen the capacity of key stakeholders at local, national, and regional level.
2. The Project's implementation period is three years, with a planned effectiveness date on January 24th, 2012.
3. Plan Bleu is the implementing agency of the Project and is therefore responsible for all procurement connected to the implementation of the Project.
4. As part of the Regional – Governance and Knowledge generation Project (GEF grant), the Project Launch and the first Project Steering Committee meeting will take place on January 24 and 25, 2012 in Marseille (France).
5. During the Project Launch on January 24th, 2012, representatives from the following institutions and countries are expected to be present:
    i. As Co-financing partners: Center for Mediterranean Integration (CMI); the European Investment Bank (EIB); the Agence Française de Développement (AFD); the French Ministry for Ecology, Sustainable Development, Transport and Housing;
    ii. As Beneficiaries: Lebanon; Tunisia; Morocco;
    iii. As observers/potential Beneficiaries: Algeria; West Bank and Gaza;
    iv. Other external partners, including the United Nations Environment Programme Mediterranean Action Plan UNEP/MAP; ISESCO; Union for the Mediterranean; EU; etc. (a list of invited partners is available in Annex 1);
    v. As supervisory body: The World Bank;
    vi. And as implementing agency: Plan Bleu.

6. The Project Steering Committee meeting will take place on January 25th, 2012 and only Beneficiaries, potential Beneficiaries, The World Bank/CMI and Plan Bleu will be present.
7. The Project Steering Committee will be composed by one representative from the environment sector of each of the Beneficiaries, who may be accompanied by a second participant for close follow-up. During the first Project Steering Committee meeting on January 25th, 2012, the Steering Committee will identify the specific activities to be carried out under the Project and define the work plan.
8. In an effort to meet the demand for a facilitator for the Project Launch and first Project Steering Committee meeting, Plan Bleu is seeking the service of an individual consultant with the required high-level capacity to undertake this facilitation in an efficient and swift manner.

B. Objectives

1. The general objectives of the consultancy are the following:
    i. Enabling all participants to work more effectively by encouraging them to collaborate and by helping them to achieve synergy;
    ii. Advocating for fair, open and inclusive procedures to accomplish the group's work;
    iii. Supporting full participation and promoting mutual understanding;
    iv. Being a 'content neutral' party who does not take sides and who does not express a specific point of view during the meetings, even if the facilitator possesses an opinion on the subject matter. Making it easier for the group to arrive at its own answer, decision and deliverables, especially the work plan.
2. During the preparatory work session on January 23rd, 2012:
    i. Learning about the Project's main principles;
    ii. Learning about the Project's stakeholders;
    iii. Understanding how items on the agenda for the events on January 24th and 25th, 2012 are going to be executed;
    iv. Understanding the planned decision making process of the Project Steering Committee.
3. Specific objectives during the Project Launch on January 24th, 2012:
    i. Promoting a timely execution of the event;
    ii. Allowing for a smooth realization of the scheduled questions & answers sessions and making sure that all questions can be raised and answered.
4. During the Project Steering Committee meeting on January 25th, 2012:
    i. Allowing for a smooth realization of the scheduled questions & answers sessions and making sure that all questions can be raised and answered;

ii. Explaining the procedures of the process of voting the work plan;

iii. Supporting participants to accomplish the definition of the work plan.

5. During the Debriefing session on January 25th, 2012:

i. Identifying and discussing the events' strong and weak points;

ii. Identifying and discussing the participants' needs for the future development of the Project;

iii. Identifying recommendations for the further development of the Project.

C. Activities

1. The consultancy will comprise 3 days, including a preparatory work session, interventions during two events and a debriefing session. Expected tasks during the three days are as follows:

Day 1 (January 23rd, 2012) – Preparatory Work Session:

i. The Consultant will meet with representatives from The World Bank and from Plan Bleu.

ii. Representatives from The World Bank and from Plan Bleu will explain to the Consultant the basic principles and objectives of the Project and its main stakeholders.

iii. Together with the representatives from The World Bank and from Plan Bleu, the Consultant will go through all items on the final agenda for the Project Launch and Project Steering Committee meeting and through the planned decision making process of the Project Steering Committee.

iv. The Consultant will raise all questions he/she might have about the Project Launch and Project Steering Committee meeting.

Day 2 (January 24th, 2012) – Project Launch:

i. If needed, the Consultant will intervene to ensure a timely execution of the Project Launch;

ii. The Consultant will intervene, to ensure that all participants and in particular the Project's (potential) Beneficiaries may address all questions they might have about the Project and its execution.

Day 3 (January 25th, 2012) – Project Steering :

i. The Consultant will intervene, to ensure that all participants and in particular the Project's (potential) Beneficiaries may address all questions they might have about the Project and its execution;

ii. The Consultant will explain to the participants how the definition and voting of the work plan is going to take place;

iii. The Consultant will moderate the definition and the voting of the work plan.

Day 3 (January 25th, 2012) –Debriefing Session:

i. The Consultant will discuss with representatives of The World Bank and Plan Bleu the events' strong and weak points and will provide recommendations for the further development of the Project.

D. Modalities, deliverables and duration

The mission will take place from January 23rd, 2012 to January 25th, 2012, as indicated in the following approximate timetable (the timing is indicative only and is modifiable depending on identified priorities):

Day 1 (January 23rd, 2012)	Preparatory work session	02:00 pm - 05:30 pm
Day 2 (January 24th, 2012)	Project Launch	09:00 am – 06:00 pm
Day 3 (January 25th, 2012)	Project Steering Committee	09:00 am – 06:00 pm

Prior to the preparatory working session on January 23rd, 2012, a copy of the Project Document (PAD) and a copy of the Project Implementation Manual (PIM) will be sent to the Consultant for his/her information.

E. Qualifications of the consultant

The consultant should have the following qualifications:

(1) Domains of expertise: Environment, Development, Economy, or other relevant domains; Mediterranean Integration, Facilitation;
(2) 10 years of professional experience in general;
(3) 7 years of professional experience in an international context and in the fields of environment and development;
(4) Previous experience in similar projects and assignments in the Mediterranean context;
(5) Language requirements: English and/or French. Candidates who speak both languages will be preferred.

ANNEX 1: List of external partners invited to the Project Launch on January 24th, 2012

Representatives from the following organizations have been invited:

- European Commission
- European Union
- ISESCO (Islamic Educational, Scientific and Cultural Organization)
- MedPartnership (Strategic Partnership for the Mediterranean Large Marine Ecosystem)
- MOI-ECSDE (Mediterranean Information Office for Environment, Culture and Sustainable Development)

- PEGASO/ERAM (People for Ecosystem-based Governance in Assessing Sustainable development of Ocean and coast/ Environmental Management, Risk Analysis and Mitigation for Sustainable Growth)
- UNEP-MAP (United Nations Environment Programme – Mediterranean Action Plan)
- Union for the Mediterranean

ANNEX B: The Consultant's financial proposal

OFFER

Günter Winckler
(Independant Consultant)
Zum Hedelsberg 30,
50999 Köln, Germany

offers

PLAN BLEU – Centre d'Activités Régionales
15 Villa Valmer, 271 Corniche Kennedy
13007 Marseille

to implement the following services for the project „Regional–Governance & Knowledge Generation Project", Procurement Reference: IC002.

1. Tasks

Günter Winckler will facilitate the Project Launch and the 1st Project Steering Committee meeting in Marseille, according to the Terms of Reference enclosed.

2. Time schedule

In Germany: Preparation	1 working day
In Marseille: 23.01. – 25.01.2012	3 working days
Travel days: 2 x 0,5 working days	1 working day
Total:	**5 working days**

3. Remuneration

3.1 Fees

Mr. Günter Winckler: 5 days x € 470,-	**up to € 2.350,00**

3.2 Travel costs

<u>Daily allowance</u>	
in Marseille, lump sum of € 39,- per day (4 days)	up to € 156,00
<u>Travels in Germany, upon receipt</u>	
Taxi: home – train station Cologne	up to € 50,00
<u>Travels in Marseille, upon receipt</u>	
Taxi in Marseille	up € 200,00
<u>Flight costs, upon receipt</u>	

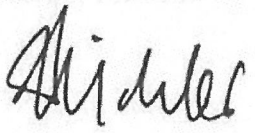
1 flight Cologne - Frankfurt – Marseille (including travel by train) up to € 750,00

Total travel costs: **up to € 1.156,00**

On top of the above mentioned travel costs, Plan Bleu is responsible for providing the consultant's accommodation. Plan Bleu will reserve and pay for a hotel room in Marseille, close to the event's venue, for four nights (Sunday 22/01/2012 to Thursday 26/01/2012).

Total: up to € 3.506,00

Köln, 18.01.2012



(Günter Winckler)