

**GOOD BUSINESS SERVICE CONTRACT**  
**BETWEEN**  
**The Radanar Ayar Association**  
**(Rural Development Agency of Myanmar)**  
**AND**  
**Socio-Economic and Environmental Development**  
**(SEED Project)**

This Contract is made and entered into by and between the Radanar Ayar Association, (Rural Development Agency of Myanmar), hereinafter referred to as the "Association", and the below named firm, hereinafter referred to as "CONTRACTOR."

U Thura Aung  
Director of Programme  
Socio-Economic and Environmental Development (SEED) Project  
(Hereinafter refers as" SEED Project)  
Bogalay, Ayeyarwady Region, Myanmar.

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**PURPOSE**

The purpose of this contract is to: Hire Internet Service for Project us (Sky Net DTH Service).

**SCOPE OF WORK**

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff for the maintenance and installation of overall process, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

*Option 1: Identify all tasks, work elements and objectives of the contract, and timetables by which major parts of the work are to be completed. The scope of work may be included within the text of the contract or attached as a separate exhibit as shown in Option 2 below.*

*Option 2: As included in the AGENCY'S Request for Proposals No. 01/RA-Admin (Internet Service), attached as Exhibit B, and the CONTRACTOR'S proposal dated 11-Jan-2012, attached as Exhibit C.*

- C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

#### Installment for Annual Hiring Service Charges

All written reports required under this contract must be delivered to the President of Radanar Ayar Association, the Contracting Authority, in accordance with the schedule above.

### PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from 11-Jan-2012 through 10 Jan-2013 (One Year Valid Contract).

### COMPENSATION/ PAYMENT

The Contractor, hereinafter refers “ the SEED Project” shall pay an amount not to exceed (USD Five Hundred Dollars Equivalents to Myanmar Kyat) (\$500) for the performance of all necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Payable USD Five Hundred Equivalent to Myanmar Kyat(s) as any EXCHANGE RATE may differ to local Market Rate (i.e., Acceptable Local Currency Exchange Rate) 500 USD Dollars.

### EXPENSES

**NOTE:** *Expenses are optional. Do not include “Expenses” paragraph below if expenses are not allowable. If allowable, include only expenses that are appropriate for the contract.*

CONTRACTOR shall not receive any reimbursable amounting for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable, which amount is included in the contract total above Paragraph A, "Amount of Compensation".

Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel.

CONTRACTOR shall receive compensation for travel expenses at current Regional travel reimbursement rates. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

### BILLING PROCEDURES

**NOTE:** *Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the contract, payment at conclusion of the contract, etc.*

AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Contracting Authority not more often than monthly. The invoices shall describe and document, to the AGENCY'S satisfaction, the work performed the progress of the project, and fees.

**NOTE:** *Add this language if expenses are allowed.*

If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expense exceeding \$50.00 in order to receive reimbursement.

Payment shall be considered timely if made by the AGENCY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

The AGENCY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

**DUPLICATION OF BILLED COSTS:** The CONTRACTOR shall not bill the AGENCY for services performed under this contract, and the AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**DISALLOWED COSTS:** The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**NOTE:**

1. *Optional Provision* - The AGENCY shall withhold ten percent (10%) from each payment until acceptance by the AGENCY of the final report (or completion of the project, etc.)
2. *Optional Provision* - The CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

**General Term and Conditions**

**DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

**GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of Republic of the Union of Myanmar and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

**CONTRACT MANAGEMENT**

The Contracting Authority for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

**ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

#### **ASSURANCES**

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current Regional and local laws, rules, and regulations.

| <b>Contracting Authority for CONTRACTOR is:</b>   | <b>Contracting Authority for AGENCY is:</b>   |
|---|---|
| <b>Thura Aung</b><br><b>Director of Programme</b><br><b>Socio Economic and Environmental Development</b><br><b>SEED Project</b><br><b>Bogalay, Ayeyarwady Region, Myanmar</b><br><br><b>Phone: (959) 4959-0446~8 Fax: (954) 5458 37</b><br><b>E-mail address: thuraaung@radanarayar.org</b> | <b>Thein Aung</b><br><b>President</b><br><b>The Radanar Ayar Association</b><br><b>Bogalay, Ayeyarwady Region, Myanmar.</b><br><br><b>Phone: (954) 5458 37 Fax: (954) 5458 37</b><br><b>E-mail address: president@radanarayar.org</b> |

#### **CHANGE IN STATUS**

In the event of substantive change in the legal status organizational structure or fiscal reporting responsibility of the contractor, contractor agrees to notify the Agency of the change. Contractor shall provide notice as soon as practicable, as but no later than thirty-days after such a change takes effect.

#### **CHANGES AND MODIFICATIONS**

The contracting officer may, at any time, by written notification to the contractor, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the contract. If the contractor agrees to such changes, a written contract amendment reflecting such change shall be executed by the parties.

An equitable adjustment in cost or period of performance or both may be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the contractor's receipt of the change notice.

The contracting officer may, however, receive and act upon any such claim at any time prior to final payment under the contract at his/her discretion.

Failure to agree to any adjustment made under this section shall be an issue and may be reviewed as provided in the "Disputes" section of this agreement. Nothing in this section shall excuse the contractor from proceeding with the contract as changed.

#### **CONFLICT OF INTEREST**

The Agency may, in its sole discretion, by written notice to the contractor, terminate this contract if it finds, after due notice and examination by the contracting officer, that there is a

violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the contractor in the procurement of or performance under, this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor.

The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the contracting officer makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

#### **COVENANT AGAINST CONTINGENT FEES**

The contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

#### **DISPUTES**

##### **Option 1 - Dispute Resolution Board**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, any party may request a dispute resolution board (DRB). A request for a DRB must be in writing, Regional the disputed issue(s), Regional the relative positions of the parties and be sent to all parties. Parties must provide a response within **[30]** days.

Once a party request a DRB, each party shall designate a representative. The representatives shall mutually select a third member (or an additional member for disputes involving more than two parties).

The DRB shall evaluate the facts, contract terms and applicable statutes and rules and make a determination by majority vote. The decision **(OPTION 1) [is binding on all parties]**

**OR**

**(OPTION 2) [shall/shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning the Contract. Parties agree that the DRB shall proceed with any action in a judicial or quasi-judicial tribunal.] [**

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

##### **Option 2 - Dispute Hearing**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the [Agency/Director of Agency or his or her designee].

1. The request for a dispute hearing must:
  - Be in writing.
  - Regional the disputed issues.
  - Regional the relative positions of the parties.
  - Regional the contractor's name, address, and contract number.
  - Be mailed to the agent and the other party's (respondent's) Contracting Authority within three working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requestor's Regionalment to both the agent and the requestor within five working days.
3. The agent shall review the written Regionalments and reply in writing to both parties within ten working days. The agent may extend this period if necessary by notifying the parties.
4. The decision Shall admissible in any succeeding judicial or quasi-judicial proceeding.
5. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

### **Option 3 - Mediation**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a dispute resolution board or arbitration.

**NOTE: The County may change depending on the location of services.**

### **LICENSING AND ACCREDITATION STANDARDS**

The contractor shall comply with all applicable local, Regional, and Union licensing, accreditation and registration requirements/standards, necessary in the performance of this contract.

### **LIMITATION OF AUTHORITY**

Only the contracting officer or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the contracting officer.

### **NONDISCRIMINATION**

During the performance of this contract, the contractor shall comply with all Union and Regional nondiscrimination laws, regulations and policies. In the event of the contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this

contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the Agency. The contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

#### **OVERPAYMENTS AND ASSERTION OF LIEN**

In the event that the Agency establishes overpayments or erroneous payments made to the contractor under this contract, the Agency may secure repayment, plus interest, if any, through the filing of a lien against the contractor's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to the Agency or by doing both.

#### **PRIVACY**

Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law.

Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

#### **RIGHTS IN DATA**

Unless otherwise provided, data that originates from this contract shall be "works for hire" as defined by the Governing Republic of the Union of Myanmar Laws and shall be owned by the Agency. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data that is delivered under the contract, but that does not originate there from, shall be transferred to the Agency with a nonexclusive, royalty free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent that the contractor has a right to grant such a license.

The contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of data furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document, which was not produced in the performance of this agreement.

The Agency shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this agreement. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

#### **SAFEGUARDING OF INFORMATION**

The contractor shall not use or disclose any:

- Personal Information gained by reason of this contract, or
- Information that may be classified as confidential for any purpose not directly connected with the administration of this contract except (1) with prior written consent



of the Agency or (2) as may be required by law. The contractor shall safeguard such information and shall return or certify destruction of the information upon contract expiration or termination

#### SEVERABILITY

If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.

#### APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of 8 pages and 2 attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

**The SEED Project**

**The Radanar Ayar Association**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Title Date

APPROVED AS TO FORM:

\_\_\_\_\_  
SECRETARY GENERAL

\_\_\_\_\_  
Date

Secretariat to The Radanar Ayar Association

- NOTES:**
- 1. The signature blocks on the contract must not appear on a page by themselves. Some of the text of the contract should be included at the top of the page.*
  - 2. Approval as to form is not required on every contract, once the contract format has been approved by the Attorney General's Office.*