

f 3

SERVICES CONTRACT FOR INDIVIDUAL CONSULTANT

Lake Qaraoun Pollution Prevention Project

[Project Management Unit (PMU) - Procurement and Contract Associate (QC3C11h)]

*Received and
Notified
22/3/2024
R.N.*

CDR Contract no. 21003

between

Council for Development and Reconstruction
Republic of Lebanon

and

Rony Nassar

Notification Date March 21st, 2024

[Handwritten signatures]

SERVICES CONTRACT FOR INDIVIDUAL CONSULTANT

This CONTRACT (hereinafter together with all Appendices attached hereto and forming an integral part hereof, called "the Contract") is made the 21st of March, 2024, between, on the one hand, **the Council for Development and Reconstruction** (hereinafter called "the Client") and, on the other hand, **Mr. Rony Nassar** (hereinafter called "the Consultant").

WHEREAS

- (A) the Client has implement the "*Lake Qaraoun Pollution Prevention Project*", as defined hereinafter (hereinafter called the "Project");
- (B) according to CDR Board of Directors' decision no.50/2024/A dated 1/2/2024 (item2), the Client has requested the Consultant to provide certain consulting services, as **Procurement and Contract Associate**, as defined in Appendix A, and against remuneration as per out in Appendix D;
- (C) the Consultant, having represented to the Client that he has the required professional skills and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (D) the Client has obtained a loan (LB-8637) from the **International Bank for Reconstruction and Development (IBRD)** (hereinafter called "the Bank") towards the cost of the Services and intends to apply a portion of the proceeds of the loan to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Client and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan or have any claim to the loan's proceeds.

NOW THEREFORE the parties herto hereby agree as follows:



1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Lebanon;
- (b) "Bank" means the International Bank for Reconstruction and Development (IBRD);
- (c) "Contract" means this Contract between the Client and the Consultant;
- (d) "Force Majeure" is as defined in the Applicable Law;
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof;
- (f) "Foreign Currency" means any currency other than the currency of the Republic of Lebanon;
- (g) "Government" means the Government of the Republic of Lebanon;
- (h) "Party" means the Client or the Consultant, as the case may be;
- (i) "Project" means the Lake Qaraoun Pollution Prevention Project, for which the Consultant is expected to provide services;
- (j) "Services" means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (k) "Starting Date" means the date referred to in Clause 2.3 hereof;

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of employer and employee, master and servant or of agent and principal as between the Client and the Consultant. Consultant shall perform the Services as an independant contractor under the general guidance of the Client.

1.3 Law Governing Contract

The meaning and interpretation of this Contract shall be governed by the "Code of Obligations and Contracts" issued under the Lebanese law.

1.4 Language

This Contract has been executed in the English language, which shall be binding and controlling language for all matters relating to the meaning or interpretation of the Contract.

1.5 Location

The Services shall be performed at the Council for Development and Reconstruction (CDR) premises.



1.6 Taxes and Duties

The Consultant shall pay all taxes, duties and charges imposed on him under the laws of the Republic of Lebanon.

These taxes and duties will be deducted each month from the monthly salary of the Consultant as described in "Appendix D".

1.7 Contract Documents

The following documents form part of this Contract as stated below:

- a) This Contract
- b) The Terms of Reference (Appendix A)
- c) The Qualification of Consultant (CV) (Appendix B)
- d) The Conflict of Interest Certificate (Appendix C)
- e) The Financial Details (Appendix D)

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant confirming that the following conditions have been met:

- (a) The Contract has been approved by the Bank.
- (b) The Contract has been signed by both parties and notified to the Consultant.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within three (3) months of the date hereof, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party, shall have any claim against the other Party with respect hereto.

2.3 Contract Period and Commencement of Services

The Consultant shall carry out the services starting from the notification date of this Contract to the Consultant till 31/12/2024.

At the end of the Contract period, the Consultant is not entitled to any indemnities for any reason whatsoever.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.9 hereof, this contract shall be completed when pursuant to the provisions hereof the Services have been completed and accepted by the Client and the payments of remuneration and reimbursable expenditures have been made.



2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein.

2.6 Payments During Period of Force Majeure

During the period of this inability to perform the Services as a result of an event of Force Majeure, the Consultant shall subject to termination as referred to in Clause 2.9.1 (e), be entitled to continue to be paid under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7 Consultation

Not later than ten (10) days after the Consultant, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult together with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Payments

The Client has the right, by written notice of suspension to the Consultant, to suspend all payments to the Consultant hereunder if the Consultant fails to perform any of his obligations under this Contract, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client has the right to terminate this Contract by giving not less than thirty (30) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this clause 2.9.1:

- (a) if the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;



- (b) if the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client which the Consultant know to be false;
- (c) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultant

The Consultant has the right to terminate this contract by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.9.2;

- (a) if the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant notice specifying such breach;
- (c) if, as the result of Force Majeure on the side of the Client, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.9.3 Cessation of Rights and Obligations

As per Upon termination of this Contract pursuant to Clause 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, and (iii) any rights which a Party may have the Applicable Law.

2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall remunerate the Consultant for the services satisfactorily performed prior to the effective date of termination.

2.10 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank has been obtained.



3. OBLIGATIONS OF THE CONSULTANT

3.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support safeguard the Client's legitimate interests in any dealings with Third Parties.

3.2 Conflict of Interests

3.2.1 Consultant not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to Clause 5 hereof shall constitute the Consultant sole remuneration in connection with the Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder.

3.2.2 Procurement Rules of Funding Agencies

If the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the applicable procurement guidelines of the Bank and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultant not to be Otherwise Interested in Project

As per Appendix C, the Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant and shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for the Project.

3.2.4 Prohibition of Conflicting Activities

As per Appendix C, the Consultant shall not engage, either directly or indirectly, in any business or professional activities in the Republic of Lebanon which would conflict with the activities assigned to him under this Contract.

3.3 Confidentiality

The Consultant shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Subcontracting

The Consultant cannot enter into a subcontract for the performance of any part of the Services.

3.5 Documents Prepared by the Consultant to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

3.6 Accounting, Inspection and Auditing

The Consultant shall permit the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation a determination of intelligibility) in accordance with prevailing Bank's sanctions procedures.

4. QUALIFICATIONS OF CONSULTANT

4.1 Description of Consultant's Qualifications

The title, agreed job descriptions, qualifications of the Consultant are described in Appendix B.

4.2 Working Hours, Overtime, Leave, etc.

The remuneration of the Consultant shall be deemed to cover any overtime or vacation leave.

The Consultant shall benefit from a vacation leave of **(12)** working days considering that this leave shall only be due within the month preceding the end of the first contractual period.

Any taking of leave by him shall be subject to the prior approval of the Client which approval shall not unreasonably be withheld.

The Consultant is not allowed to carry over an accumulated vacation leave considering that this leave shall be invalid at the end of the contractual period specified in this Contract.

The Consultant shall benefit from **(10)** days as **sick leave** provided that the Consultant shall submit a medical report within a period not exceeding **(2)** days of absence.

5. CONTRACT PRICE AND PAYMENTS

5.1 Contract Price

The price of the Services to be executed under this Contract amounts to the sum of **U.S\$22,720.00** (twenty two thousand seven hundred twenty United States Dollars), as per Appendix D.

This price shall be paid on equal monthly instalments amounting U.S\$2,400.00.

This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

5.2 Currency of Payment

Payments shall be made in U.S. Dollars.

5.3 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made on a monthly basis.

5.4 Banking secrecy

As stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministers no.4 dated 28/4/2020, the Consultant agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract.

6. SETTLEMENT OF DISPUTES

6.1 Amicable Settlement

The Client and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

6.2 Jurisdiction

If after thirty (30) days from the commencement of such informal negotiations, the Client and the Consultant have been unable to resolve amicably a Contract dispute, either party may require that the dispute shall be finally submitted to the competent Lebanese Court.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year and first above written.

March 21st, 2024

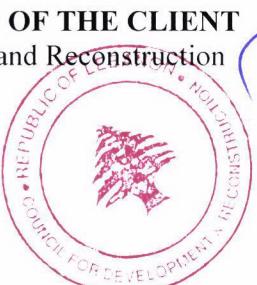
THE CONSULTANT

Rony Nassar

Rony Nassar

FOR AND ON BEHALF OF THE CLIENT

Council for Development and Reconstruction



Nabil A. El-Jisr
President

Government Commissioner
Council for Development and
Reconstruction

Ziad Nasr

21 MAR 2024

رقم التأشيرة : ٩١...../٤٦..
رقم عقد النفقة : ٨١...../٤٦..

APPENDIX A

Terms of Reference



**Lake Qaraoun Pollution Prevention Project (Loan 8637-LB)
Procurement and Contract Associate (PCA) (July 20, 2023)
Terms of Reference**

The Lebanese Government has received financing from the World Bank toward the cost of *Lake Qaraoun Pollution Prevention Project*. The Council of Development and Reconstruction (CDR) intends to implement this project which includes the following main components:

- **Component 1:** Design and construction of around 265 km of sewage networks to connect to Zahle WWTP, Anjar WWTP, and Aitanit WWTP.
- **Component 2:** Promotion of Good Agricultural Practices (GAP), including Integrated Pest Management (IPM), and the use of sustainable production systems to reduce agrochemical pollution in the upper Litani basin.
- **Component 3:** Technical and environmental studies in Solid Waste Management undertaken for establishing a new sorting facility and for the rehabilitation of some existing dump sites in the West Bekaa. Capacity Building in the wastewater field for BWE and MoEW staff. Improving of the water quality monitoring network, water resources modeling and raising of awareness for the cleanup of the Litani River. Project Management Unit.

The CDR is seeking to recruit a full time Procurement and Contract Associate (PCA) to support the Project Management Unit (PMU) of the Lake Qaraoun Pollution Prevention Project (LQPPP) and the Legal Affairs Division in the Council of Development and Reconstruction (CDR), in the following tasks:

Tasks:

1. Assist the Procurement Officer under the LQPPP PMU in carrying out procurement operations in accordance with CDR's and WB's policies and procedures,
2. Support the PMU in the review of the tender documents and in any other duties assigned to in the verification of tender documents and contracts,
3. Follow up on all implementation schedules prepared by the PMU,
4. Contribute to the preparation of the implementation progress reports and procurement plans,
5. Assist the Legal Affairs Division in all contractual and administrative work,
6. Prepare project related documents (such as response to external requests/inquiries and to internal correspondences between CDR departments, etc..) in accordance with CDR's policies and procedures,
7. Coordinate with CDR departments on contracts processing related issues,
8. Close follow up with various departments within CDR to expedite the delivery of decisions approved by the CDR board,
9. Maintain proper filing of all project related documents.

Qualifications:

- Bachelor degree in law; masters is a plus
- At least 5 years of experience in procurement and in preparation of contracts/agreements,
- Must have proven experience in review and preparation of FIDIC contracts and public reconciliation contracts,
- Proficiency in Arabic, English;
- Excellent coordination skills
- Proven written and oral communication skills.

Duration:

- Contract duration, is estimated to be between 4 to 5 months, and shall commence from the contract notification date to the PCA and shall end on December 31, 2023. (Contract might be renewed as per the extension of the LQPPP closing date and CDR regulations.)

Reporting

- The PCA shall report to /LQPPP PMU Project Coordinator for all project and contracts related matters and for all her/his tasks and duties.
- The PCA's office will be located at the CDR, in Beirut.



2 of 2

APPENDIX B

Qualification of Consultant (CV)



Rony Charbel Nassar

Address: Beirut, Lebanon

Phone: +961 70241458

Email: nassarony@gmail.com

Linkedin: linkedin.com/in/rony-nassar-b063751a8

Education:

Masters in Law, Lebanese University for Law and Political Science, Section 2 Jal El Dib.

SUMMARY:

Experienced attorney with over six years of extensive legal expertise across various domains of law. Registered with the Beirut Bar Association, I bring a comprehensive understanding of contract drafting, legal memorandum writing, court submissions, and negotiations. Skilled in handling various types of lawsuits and representing clients in hearings and pleadings, my expertise spans across Civil Litigation Matters, Criminal Lawsuits, and Corporate Files.

As a legal writer, I possess the ability to prioritize and create effective strategies to win cases. My dedication to in-depth legal research has allowed me to turn the tide in complex cases, offering clients a well-rounded perspective on their legal matters. Self-disciplined and continuously striving for self-growth, Fluent in Arabic, French, and English, with the ability to speak, write, and understand each language.

Committed to providing comprehensive legal services and utilizing a thorough approach to research and analysis, I am dedicated to delivering exceptional results for my clients.

Work Experience:

- ***Senior associate at Adwan Law Firm*** (2022-present) - Badaro – Catafago builing.
- ***Associate at Bouchaaya Law Firm*** (2018-2022) – Jdeide – Jdeide tower.
- ***Junior associate at Sebaaly Law Firm*** (2015-2018) – Sin El Fil – Centre Kaline.

PROFESSIONAL EXPERIENCE:

- Managed a heavy caseload and efficiently handled various legal tasks, including contract drafting, memorandum writing, and court submissions.
- Represented clients in hearings and pleadings, negotiating favorable settlements.
- Assisted clients in incorporating companies and navigating complex legal processes.
- Built strong relationships with clients by providing emotional support and guidance during difficult times.
- Demonstrated strong writing skills, crafting compelling and persuasive legal arguments.



- Prioritized tasks and developed efficient strategies to win cases, leading to successful outcomes for clients.
- Conducted extensive legal research across multiple fields, providing valuable insights and turning the tide in complex cases.
- Worked on banking law for a reputable bank in Lebanon, gaining experience in this specialized area.

ACCOMPLISHMENTS:

- Concluded a high-profile international arbitration case (construction dispute between employer and subcontractor), with the application of Sharia law as the governing law.
- Successfully managed and oversaw construction contracts for large-scale projects in Saudi Arabia, including the NEOM initiative, ensuring timely and efficient completion.
- Pro bono work, providing legal services to underserved communities in the area. This experience gave me a deeper understanding of the needs of the community and allowed me to make a positive impact.
- Mentored and successfully guided several number of students to pass the bar exam, providing individualized support and resources to help them achieve their goal.

SKILLS:

- FIDIC agreements.
- Procurement law
- Strong communication and analytical skills.
- Ability to articulate ideas and arguments verbally and in writing.
- Skilled in conducting legal research.
- Attention to detail.
- Strategic thinking and problem-solving.
- Effective negotiation skills.
- Interpersonal skills and relationship building.
- Adaptability to changing situations.
- Time management and meeting deadlines.
- Ethical judgment and decision-making.
- Strong understanding of technology and its impact on the legal industry.

MISCELLANEOUS:

Online courses:

- Navigating legal and commercial aspect of sports - جامعة حمد بن خليفة
- Structuring business agreement for success with Cornell University.
- International arbitration with Leiden University.




APPENDIX C

Conflict of Interest Certificate

A handwritten signature in blue ink, appearing to be a stylized 'X' or a signature, is positioned at the bottom right of the page.

Conflict of Interest Certificate

I, Rony Nassar the undersigned, certify to provide professional, objective, and impartial advice, at all times holding the Client's interest paramount, strictly avoiding conflicts with other assignments or my own business interests, and acting without any consideration for future works; and to the best of my knowledge and belief, I have no conflict of interest for the assignment, including: (a) Close business or family relationship with a professional staff of the Client CDR, or of a recipient of a part of the Bank's financing), who are directly or indirectly involved in any part of (i) the preparation of my Terms of Reference for the assignment, (ii) the selection process for the Contract, (iii) the signing of Contract, or (iv) the supervision of my Contract; (b) Conflict with another assignment for the same or for another Client. I am obliged to disclose to the Client any situation of actual potential conflict of interest that impacts my capacity to serve the best interest of the Client; I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank".

Name: Rony Nassar

Signature:



APPENDIX D
Financial Details

[Handwritten signatures and initials in blue ink, including a large 'A' and a stylized 'CH' with a checkmark, followed by a small '9' at the bottom right.]

APPENDIX D

FINANCIAL DETAILS

The Consultant (Rony Nassar) shall be paid according to the following conditions:

	Monthly (US \$)	Total Contract Amount (US \$)
CONTRACT VALUE (including local taxes & duties)	2,400.00	22,720.00

