

REPUBLIC OF TRINIDAD AND TOBAGO

THIS AGREEMENT is made in duplicate the _____ day of _____, between **the TELECOMMUNICATIONS AUTHORITY OF TRINIDAD AND TOBAGO**, a body corporate established pursuant to the Telecommunications Act Chap 47:31 whose principal place of business is situate at No. 5, 8th Avenue Extension, off 12th Street, Barataria (hereinafter called "**the Authority**") of the One Part and _____ whose principal office is situate at _____ (hereinafter called "**the Consultant**") of the Other Part.

WHEREAS:

- a) The Authority is desirous of engaging the services of a consultant for the provision of an Automated Spectrum Management and Application Processing System (ASMS) (hereinafter referred to as "**the Services**").
- b) The Authority by Request for Proposal (hereinafter referred to as the "RFP") dated _____ invited persons to bid on the provision of the Services, such proposal is hereto annexed and marked "**Appendix A**";
- c) The Consultant submitted its proposal to the Authority dated _____ (hereinafter referred to as "**the Proposal**"), which is hereto annexed and marked "**Appendix B**";
- d) After due consideration of the Proposal asked for and received, the Authority did by letter of award dated _____, select the Consultant for the performance of the Services subject to contract negotiation, which said letter is hereto annexed and marked "**Appendix C**"; and
- e) The Authority desires and the Consultant has agreed to perform the Services for the agreed upon period and upon the consideration, terms and conditions contained in this Agreement.

THE PARTIES HEREBY AGREE as follows:

1. The following Appendices shall be deemed to form, be read and construed as an integral part of this Agreement:

- | | | | |
|----|---------------------|---|----------------------------------|
| a. | Schedule One | - | Conditions of Contract |
| b. | Appendix A | - | Request for Proposal dated _____ |
| c. | Appendix B | - | Proposal dated _____ |
| d. | Appendix C | - | Letter of Award dated _____ |
| e. | Appendix D | - | Project Schedule |

Should there be any conflict between this Agreement and any other document listed herein, this Agreement will take precedence. In the event of any ambiguity or conflict between the Schedule and Appendices listed above, the order of precedence shall be the order in which the contract documents are listed in this Clause 1(a-e). Where such conflict arises out of written modification of agreement by the Parties, such modification will take precedence as regards the issue or matter which it sought to modify.

2. In consideration of the provision of the Services by the Consultant in accordance with the terms and conditions of this Agreement and upon the full and final satisfaction of the Authority, the Authority shall pay the Consultant the Contract Sum of _____ **Trinidad and Tobago Dollars]** (TTD\$) plus VAT where applicable, in accordance with the terms and conditions of this Agreement, provided that no additional work is agreed to be undertaken or to form part of the Services.
3. The rights and obligations of the Authority and the Consultant shall be as set forth in this Agreement, and at all times:
 - (a) The Consultant shall carry out the Services in accordance with all the provisions of this Agreement, its Schedules and Appendices; and,
 - (b) The Authority shall make payments to the Consultant in accordance with the provisions of this Agreement.
4. This Agreement supersedes any arrangements, understandings, promises or agreements made or existing between the Parties prior to this Agreement and constitutes the entire understanding between the Parties. Except as otherwise provided in this Agreement; no addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by both Parties.

SCHEDULE ONE

Conditions of the Agreement

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings respectively assigned to them hereunder:

“Acceptance Tests” means those tests conducted to determine whether the System meets user needs and the requirements and business processes of Authority;

“Agreement” means this Agreement between the Authority and the Consultant including this Schedule and all Appendices referred to in this Agreement which are agreed by the Parties to form an integral part of this Agreement;

“Certificate of Final Acceptance” means the certificate issued to the Consultant upon the Authority’s Final Acceptance of the System;

“Commissioning Date” means the date of the issuance of the Certificate of Final Acceptance for the commissioning of the System.

“Commissioned System” means the System tailored to optimise the specific business processes of the Authority at the completion of final Acceptance Testing by the Authority and prior to go live event.

“Contract Sum” means the total sum for the provision of the Services as set out in this Agreement;

“Effective Date” means the date hereinabove written.

“Final Acceptance” means acceptance of the System by the Authority when the System has successfully passed the

Acceptance Tests to its entire satisfaction and the Authority issues its Certificate of Final Acceptance

“Party” means the Authority or the Consultant, as the case may be, and “Parties” means both of them;

"Personnel" means persons hired and assigned to the performance of the Services or any part thereof as employees or agents of the Consultant;

“Project” means the supply of an ASMS System and training and certification as defined in the functional and technical specifications in the Technical Compliance Checklist at Annex III of Appendix A.

“Provisional Acceptance” means the provisional acceptance of the System which shall only be upon the successful completion of the System Acceptance Tests and transfer of knowledge between the Parties;

“Services” means the provision of an ASMS System to the Authority by the Consultant in accordance with this Agreement and as more particularly set out in Annex III of Appendix A together with training and certification in the use of same.

“System” means ASMS system that incorporates spectrum allocation and management, license application and management, numbering plan management, equipment certification/type approval & non-objection application and management and spectrum usage monitoring and enforcement with an integrated customer online portal.

The headings in this Agreement are inserted for convenience or reference only and are not intended to be part of or to affect the meaning, construction or interpretation of this Agreement.

2. Scope of Works

The scope of works shall be performed by the Consultant in accordance with the requirements of the RFP at Appendix A and in conformity with the Proposal at Appendix B.

3. The Contract Sum and Payment Schedule

- 3.1 The Authority shall pay to the Consultant the Contract Sum of **[Trinidad and Tobago Dollars] (TTD\$)** plus VAT where applicable in accordance with the terms and conditions of this Agreement, provided that no additional work is agreed to be undertaken or to form part of the Services and shall be split as follows:

No.	Milestone	Payment
1	Execution of contract	10%
2	Finalisation of system requirement and design	20%
3	Delivery of the Automated Spectrum Management and Application Processing System, Customization, software and documentation.	40%
4	Completion of successful acceptance tests, requisite training and certification for provisional acceptance of system.	20%
5	Final acceptance of system after 6 months.	10%

3.2 Timing of Payments

Payment shall be made within thirty (30) days of the date of receipt of invoice from the Consultant, save and except where another payment period is stated herein or agreed to by the Parties.

3.3 Invoicing

An invoice shall be submitted by the Consultant within five (5) business days of acceptance of the Authority of each deliverable/milestone.

4. Consultant's Responsibilities

4.1 General

The Consultant shall perform the Services in accordance with this Agreement and its Schedules and Appendices, including but not limited to the following:

4.1.1 Perform the Services in accordance with the project schedule which sets out the Parties' mutually agreed upon project plan, deliverables and timetable together with the deadline for completion of the performance of the Services (hereinafter referred to as the Project Schedule), which is hereto annexed and marked **"Appendix D"**

4.1.2 Perform the Services at the Contract Sum and not to claim or otherwise demand from the Authority payment in excess of the Contract Sum except in accordance with Clause 18 below.

4.1.3 Perform the Services and carry out its obligations with all due diligence, efficiency and economy and always act as faithful adviser to the Authority in respect of any matter relating to this Agreement or to the performance of the Services and at all times support and safeguard the Authority's legitimate interests in any dealings with third parties.

4.1.4 Comply with the Authority's reasonable directions on any matter and shall maintain close cooperation with the Authority at all times so as to ensure that the most accurate interpretation of the Authority's requirements is achieved and the Authority shall provide such cooperation and information to the Consultant as necessary or desirable for the Consultant to perform the Services.

4.1.5 Take responsibility for any and all taxes, duties, fees, levies and other obligations imposed by the Government of Trinidad and Tobago or any other relevant taxing authority in respect of this Agreement.

4.2 Consultants' Specific Responsibilities:

[to be negotiated]

5. System Responsibility

5.1 The Consultant has the overall responsibility for the design, development implementation and maintenance of the System and shall ensure that the System is fully compliant with the Technical and Functional Requirements of the RFP at Appendix A.

5.2 The Authority's acceptance of the Consultant's recommendations as to the standards and design specifications, or the Authority's suggestions or recommendations on any aspect of the said design, or approval or consent shall not relieve in any way the Consultant from the overall responsibility for the Services and its compliance with the Technical and Functional Requirements of the RFP.

6. Warranty

6.1 The Supplier shall provide warranty on the complete System ensuring that it meets the functional and technical specifications, for a period of at least thirty six (36) months after Final Acceptance by the Authority.

6.2 The Supplier shall remedy any breach of warranty of which it is notified within the warranty period.

6.3 For software supplied under license from third parties, the rights and guarantees given are those, for which the Supplier is authorized to provide to its clients.

6.4 The fulfilment of the obligations set out in this clause shall be in full satisfaction of Supplier's liability for defects with regard to the System during the warranty period, and the Authority shall hold harmless and/or indemnify Supplier from any claim in this respect. All other warranties, express or implied are excluded to the fullest extent permitted by law.

6.5 Warranty on Commissioned System

The Supplier shall warrant the Commissioned System to be free from defects in configuration of the System for normal operating conditions and service for a period of twelve (12) months from the date of Final Acceptance.

7. The Consultant's Liability

- 7.1** The Consultant shall be liable to the Authority for the performance of the Services in accordance with the terms of this Agreement and for any loss suffered by the Authority as a result of the Consultant's negligence or breach of this Agreement. The total liability of the Consultant shall not exceed the Contract Sum.
- 7.2** The Authority shall not be liable for any damages or compensation payable by statute or by common law in respect of personal injury or death to any personnel, apprentice or sub-Consultant employed by the Consultant and the Consultant shall indemnify and hold the Authority harmless against all claims, demands, proceedings, costs charges and expenses whatsoever in relation thereto.

8. Licences and Permissions

- 8.1** The Authority has contemporaneously with the execution of this Agreement entered into the licences for the right to use of the software installed by the Consultant for the performance of the Services. The terms of the licences so entered into shall be in the name of the Authority and shall become effective upon the installation of the software.
- 8.2** The Authority shall pay for and maintain, in its name any and all software licenses related to the System.
- 8.3** The Authority grants the Consultant limited rights necessary to enable the Consultant to host the Client Content on the System. The Authority represents and warrants that it owns and/or has obtained the necessary rights and permissions for the Client Content provided to the Consultant and that the use of same by the Consultant shall not infringe upon the intellectual property rights of any person.

9 Acceptance

9.1 Provisional Acceptance

Following installation and commissioning of the System by the Consultant, the Consultant shall run in the presence of the Authority's designated personnel (and an independent consultant if required by the Authority) Acceptance Tests sufficiently rigorous to prove the System to the Authority's satisfaction. Upon successful completion of the acceptance testing of the System to the Authority's entire satisfaction, the Authority shall sign the Consultant's provisional acceptance certificate.

9.1.2 In the event that the System fails to pass any of the prescribed acceptance tests or fails to satisfy the Authority's requirements, the Authority may afford the Consultant the opportunity of rectifying and retesting the System either at the Authority's location or with the consent of the Authority at the Consultant's own premises.

9.1.3 The provisional acceptance certificate may be qualified with any outstanding deficiencies that still require the Consultant's attention. The Consultant shall attend to the resolution of these deficiencies diligently and expeditiously, within the timescales agreed between the Authority and the Consultant.

9.2 Final Acceptance

The Authority shall issue to the Consultant a Certificate of Final Acceptance for the System upon the expiration of the retention period of [*to be determined*] from the date of issuance of Provisional Acceptance, provided:

- (a) the System has continuously performed in accordance with the Functional and Technical Requirements and there has been no failure;
- (b) there has been no unexplained phenomena, behaviour, problem or issue; and,
- (c) the Consultant has remedied all outstanding deficiencies qualified in the provisional acceptance certificate and has fulfilled all its commitments under the Agreement.

10. Confidentiality

10.1 The Consultant and its Personnel:

- (i) shall maintain in strict confidence any information provided to it either directly or indirectly, under, or in participation of, the execution of this Agreement, taking all such reasonable security measures as is prudent to protect its own confidential information and trade secrets, and shall use all information provided to it by the Authority only for the purposes of facilitating this Agreement; and
- (ii) shall not, either during the term of this Agreement or within ten (10) years of its expiration, disclose any proprietary or confidential information relating to the Services, this Agreement or the Authority's business or operations without the prior written consent of the Authority.

11. Indemnification

- 11.1** The Consultant shall defend, indemnify, protect and hold harmless the Authority and its agents and servants from and against any and all suits, claims, demands and damages of whatsoever kind or nature arising out of any negligent act, error or omission of the Consultant, its agents and servants in the performance of the Services, including but not limited to expenditure for and costs of investigations, hiring of experts, witnesses, costs and judgments.
- 11.2** The Authority shall as soon as practicable after a claim has been made against it in relation to the performance of the Services under this Agreement give written notice thereof to the Consultant. If a suit is brought against the Authority, the Authority shall immediately forward to the Consultant every demand, complaint, notice, summons, pleading or other process received by it or its representative.

12. Consultant to Assess Information

- 12.1** The Consultant shall be responsible for examining and independently verifying the information contained in this Agreement prior to performing the Services. The Consultant shall satisfy itself as to all information relevant to the risks, contingencies and other circumstances that might affect the performance of the Services and the Authority shall have no liability if the Consultant should fail to do so. The Authority shall be responsible for the accuracy and completeness of any Client Content provided to the Consultant but the Consultant shall be responsible for checking the accuracy and completeness of information provided by the Authority where it is within the Consultant's capability to do so.

13. Insurance

- 13.1** The Consultant shall maintain in force for the duration of the Agreement such Workmen's Compensation or Employers' Liability Insurance coverage as is mandatory under local law with such limit as prescribed by statute as it relates to the performance of the Consultant's obligations in Trinidad and Tobago by the Personnel.
- 13.2** The limits of any insurance policy obtained by the Consultant shall not be construed in any way as limits of liability or as constituting acceptance by the Authority of responsibility for liabilities in excess of such limits.

13.3 The Consultant shall give to the Authority prompt notification of any claim or circumstance likely to give rise to a claim with respect to any of the insurances to be provided herein, accompanied by full details giving rise to such claim. The Authority shall afford the Consultant all such assistance as may be required for the preparation and negotiation of insurance claims.

13.4 If the Consultant is in breach of this Clause 13, the Authority may take such action to insure itself against any risk with respect to which the default might have occurred and may deduct from any monies due or to become due to the Consultant such sums equivalent to the amount paid or payable in respect of such insurance.

14. Laws Regulations and Permits

14.1 The Consultant shall comply with all laws and regulations applicable to the performance of the Services.

14.2 The Consultant shall ensure it has all requisite permits and consents to import into the jurisdiction any equipment required for the performance of the Services. The Authority where required and requested by the Consultant shall use its best efforts to assist.

15. Responsibilities of the Authority

15.1 The Authority shall:

(a) provide the Consultant with any such document(s)/information/data as shall be necessary to enable the Consultant to perform the Services;

(b) provide the Consultant with timely and expeditious feedback on any issue requiring the Authority's input as it relates to the provision of the Services;

(c) provide office space and other related amenities including Internet access for the performance of the Services at the Authority's offices.

(d) upon approval by the Authority, which shall be granted on a case by case basis, provide to the Consultant facilities for remote access.

(e) arrange for the Consultant to be provided promptly with all necessary permissions and any other documents required for the performance of the Services;
and

(f) appoint a staff member as the key contact person to liaise with the Consultant.

16. Commencement and Duration and Expiration of Agreement

16.1 This Agreement shall come into force and effect on the Effective Date.

16.2 The Consultant shall complete and deliver the Services in accordance with the project schedule at Appendix D or as otherwise agreed in writing between the Parties.

16.3 The Consultant shall commence performance of the Services on _____ or such other date as may be agreed to by the Parties in writing.

16.4 Unless terminated earlier pursuant to Clause 24 herein, this Agreement shall terminate when the Services have been completed and the payments of remuneration have been made in accordance with this Agreement.

17. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or agent and principal between the Consultant and the Authority.

18. Modification

18.1 Any and all changes, modifications, additions or amendments to this Agreement, inclusive of all Schedules and Appendices herein shall be in writing and must be approved and signed by a duly authorised officer of each Party; and so far as is possible:

- a) specify the effect of such change upon the Contract Sum; and
- b) specify the effect of such change upon the project schedule.

18.2 In the event that any changes, modifications, additions or amendments have been effected in accordance with Clause 18.1 above, all other relevant Schedules and/or Appendices shall be modified to reflect the change, modification, addition or amendment.

19. Extra Services

19.1 Subject to Clause 19.4 herein, if the Consultant is of the opinion that any services which the Authority has directed it to perform are outside the scope of this Agreement and constitutes extra services, the Consultant shall prior to the

performance of these services, first consult with the Authority on its opinion and where appropriate, propose a rate of compensation for the performance of such extra services.

19.2 If the Authority agrees that the services referred to in Clause 19.1 above do constitute extra services, the Authority shall then consider the rate proposed by the Consultant for the provision of such services and shall negotiate with the Consultant a mutually agreeable, fair and equitable rate to be paid by the Authority as compensation for the extra services.

19.3 In the event that the Authority and the Consultant do not reach an agreement as to whether the services are extra services or as to an appropriate rate of compensation, the issue shall be deemed to be a dispute touching and concerning this Agreement and the provisions of Clause 30 shall apply.

19.4 The Consultant shall perform such additional work as may be necessary to correct errors and omissions made by it in the performance of the Services without undue delay and without additional cost to the Authority. The acceptance of the Services by the Authority shall not relieve the Consultant of the responsibility to correct such errors and omissions.

19.5 Nothing herein shall be construed to relieve the Consultant of liability for additional costs resulting from errors or negligence.

19.6 Notwithstanding the foregoing, the Parties may also agree to extend the scope of the Services. The cost of any additional works shall be negotiated between the Parties.

20. Inspection and Acceptance Testing

The Authority shall conduct inspection and acceptance tests on the System in accordance with the Agreement. The Authority's exercise of its rights herein shall in no manner waive or limit any of the Authority's rights or remedies pursuant to this Agreement.

21. Roles – Project Management

21.1 The Consultant and the Authority shall each designate one Project Manager who shall be responsible for the co-ordination of the respective technical duties and other responsibilities under the terms of this Agreement.

22. Performance of the Services at Authority's premises

- 22.1** Where required, the Consultant's personnel shall bear such means of identification as may be required by the Authority to enter the premises of the office of the Authority for the performance of the Services, during normal business hours.
- 22.3** The Personnel shall confine their movements to those areas specified by the Authority and shall access the office of the Authority or such other location identified by the Authority by an agreed access route, or if none is specified, by the shortest, safest access route.
- 22.4** The Consultant acknowledges that the Authority operates under no smoking and substance abuse policies at the office of the Authority or at such other location identified by the Authority and shall ensure that the Personnel comply with such policies.

23. Force Majeure

23.1 Definition

- i. For the purposes of this Agreement "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, pandemics, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by government agencies.
- ii. Force Majeure shall not include:
 - (a) any event which is caused by the negligence or intentional action of a Party or its agents or employees; or
 - (b) any event which any reasonable person could reasonably have been expected to take into account at the time of the execution of the Agreement and to take steps to avoid or to overcome in the performance of his obligations hereunder; or
 - (c) the insufficiency of funds or the failure to make any payment required hereunder:

23.2 Measures to be Taken

- i. A Party affected by an event of Force Majeure shall take all reasonable measures to remove with a minimum of delay the hindrance posed by the event on its ability to fulfil its obligations under this Agreement.
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such events as soon as possible, and in any event no later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of the event, and shall similarly give notice of the results of its attempts to remove the hindrance posed by the event under Clause 24.2(i) above.
- iii. Notwithstanding Clause 24.2(ii) above, the Parties shall take all reasonable measures to minimise the adverse effects of an event of Force Majeure on this Agreement.

23.3 No Breach of Agreement

- i. A Party's failure to fulfil any of its obligations hereunder shall not be considered to be a breach of this Agreement insofar as the failure to perform arises from the effect of an event of Force Majeure and provided that the Party whose performance has been affected by such an event has taken all reasonable measures to fulfil the terms and conditions of this Agreement.
- ii. Any period within which a Party shall complete performance of any of his obligations under this Agreement shall be extended for a period equal to the time during which such Party was unable to perform such obligation as a result of the effect of an event of Force Majeure.
- iii. The Parties may also agree to extend the time for performance of any obligation hereunder.

24 Termination

24.1 Termination by the Authority

Without prejudice to any other rights and remedies that the Authority may possess, the Authority may terminate this Agreement immediately after the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause 24.1 and by not less than thirty (30) days written notice of termination to the Consultant after an event referred to in (v) and (vii)

- (i) the Consultant fails to remedy a failure in the performance of its obligations under this Agreement within fourteen (14) days of receipt of a notice from the Authority to do so or of a notice of suspension, or within such further period as the Authority might subsequently approve in writing.
- (ii) the Consultant becomes insolvent or bankrupt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- (iii) the Consultant undergoes a change of control
- (iv) the Consultant fails to comply with the final decision of an arbitrator made in any arbitration proceeding conducted in accordance with Clause 30 below.
- (v) as a result of the effect of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- (vi) If the Authority in its sole discretion decides to terminate this agreement.

24.2 Abandonment and Amendment of Services by the Authority

- (i) The Authority shall have the absolute right to abandon or to amend the scope of the Services at any time and such action on its part shall in no event be deemed a breach of this Agreement.
- (ii) If upon the amendment of the scope of the Services pursuant to Clause 18.1 above the Consultant is of the opinion that extra services are necessary as a result thereof, the provisions of Clause 19 shall apply.

24.3 Termination by the Consultant

The Consultant may, by giving not less than thirty (30) days written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this clause, terminate this Agreement if:

- (i) the Authority fails to pay any part of the Contract Price which is due to the Consultant.

- (ii) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within fourteen (14) days (or such longer period as the Consultant may have subsequently approved in writing) of the receipt of the Consultant's notice as to such breach.
- (iii) as the result of the occurrence of an event of Force Majeure, the Authority is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

24.4 Cessation of Rights and Obligations

Upon termination of this Agreement under Clause 24.1 or Clause 24.3 above, all further rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as might have accrued to either Party on the date of termination or expiration; and
- (ii) any right which a party might otherwise have under the Laws of the Republic of Trinidad and Tobago.

24.5 Cessation of Services

Upon termination of this Agreement by notice of either Party pursuant to Clause 24.1 or 24.3 hereof, the Consultant shall, immediately upon the receipt or issue of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.

24.6 Payment Upon Termination

- (a) Upon postponement of the Services due to the occurrence of an event of Force Majeure or termination of this Agreement under Clauses 24.1 or 24.3 and subject to the obligation of the Consultant to reduce expenditure to a minimum pursuant to Clause 24.5, the Authority shall pay to the Consultant such portion of the Contract Sum due to the Consultant up to the date of postponement or termination and shall reimburse the Consultant in full for such costs as might have been incurred during the period prior to the date of such postponement or termination and which are directly attributable to the completed portion of the Services provided that the Consultant submits

to the Authority all reports prepared, data collected and analyses formulated by the Consultant as at the date of postponement or termination.

- (b) If the Parties do not agree on the value of work performed prior to termination of this Agreement (other than work which has been unsatisfactorily performed), this failure to agree shall be considered a dispute and shall be subject to the provisions of Clause 30 below.

25. Fairness and Good Faith

25.1 Good Faith

Each Party undertakes to act in good faith and to respect to the rights of the other under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

- 25.2** The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the subsistence of the Agreement, and the Parties hereby agree that this Agreement shall operate fairly as between them, and without detriment to the interest of either Party, and if either Party believes that this Agreement is unduly prejudicial to its interests, the Parties shall use their best efforts to agree on such action as may be necessary to address the cause of injury but a failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 30 below.

26. Conflicts of Interest

The Contract Sum shall constitute the Consultant's sole remuneration in connection with this Agreement or the provision of the Services hereunder and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in the discharge of its obligations under this Agreement and the Consultant shall use its best efforts to ensure that the Personnel and/or any of its other agents shall not receive any such additional remuneration.

27. Assignment

- 27.1** Neither Party shall assign in whole or in part his rights and or obligations under this Agreement without the prior written consent of the other Party.
- 27.2** The Consultant shall not sub-contract the Services either in whole or in part without the prior written consent of the Authority and such consent if given shall not relieve the Consultant of any of its liabilities or obligations under the terms of this Agreement.

28. Waiver and Severability of Provisions

No waiver by any of the Parties of the breach of any of the provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement. If any one or more of the provisions of this Agreement should be duly declared as invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby provided that the remaining provisions are enforceable and the provisions declared invalid, illegal or unenforceable are not fundamental to this Agreement.

29. Settlement of Disputes

29.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement its Schedules and Appendices or the interpretation or construction thereof.

29.2 Arbitration

Any dispute, difference, controversy or claim between the Parties as to matters arising out of or in connection with this Agreement, that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement by mediation or arbitration. Arbitration proceedings shall be conducted in accordance with the Arbitration Act of Trinidad and Tobago, Chap. 5:01 or any modifications, thereof.

30. Intellectual Property Rights

30.1 All documents, data and materials generated as a result of the performance of the Services and in performance of the Project shall be the property of the Authority. The Consultant acknowledges that at all material times, the Authority shall be the proprietor and owner of the intellectual property rights of all data produced and used by the ASMS. All documents, data and materials shall be submitted or available to the Authority in a format that is readily accessible and usable by the Authority.

30.2 The Consultant acknowledges that any and all of the copyright, trade-marks and other intellectual property rights, together with all documentation, drawings, specifications, photograph and other data provided by the Authority is the sole property of the Authority and the Consultant shall not during or at any time after

the completion of the Services, or termination of this Agreement in any way question or dispute the ownership by the Authority thereof. The Consultant shall only hold a copy of aforesaid documents provided by the Authority during the term of this Agreement and shall, if so instructed by Authority in writing, destroy forthwith the Consultant's copy of such information.

31. Data Sovereignty

The Consultant shall not transfer any Personal Data outside of Trinidad & Tobago unless:

- (i) the destination jurisdiction provides protections equivalent to those under the Data Protection Act of Trinidad & Tobago
- (ii) in the absence of such equivalence, the Consultant implements approved contractual and technical safeguards (e.g. standard contractual clauses or technical controls i.e. access controls, encryptions, audit logs etc), conducts a documented transfer impact assessment, and obtains TATT's prior written consent in each instance. Any third-party vendor in another country must be contractually bound to the same obligations

32. Notices

32.1 All notices, statements and other communications to be given, submitted or to be made hereunder by either Party to the other shall be sufficiently given if made in writing and sent by email or mail to the respective addresses of the Parties as specified below:

For the Consultant:

[Name]
[Position]
[Name of company]
Trinidad and Tobago
Email:

For the Authority

Chief Executive Officer
Telecommunications Authority of
Trinidad and Tobago
#5 Eighth Avenue, Off Twelfth Street
Barataria
Trinidad and Tobago
Email: ceo@tatt.org.tt

32.2 Each Party shall give notice to the other of any proposed change of address within fifteen (15) days prior to the change of address.

33. Governing Law

The respective rights, privileges, duties and obligations of the Parties under this Agreement shall be determined in accordance with the laws of the Republic of Trinidad and Tobago.

34. Entirety of Agreement

This Agreement and Appendices hereto annexed constitute the entire agreement and understanding between Parties in respect of the performance of the Services and supersede any and all prior agreements, arrangements and understandings in relation thereto.

IN WITNESS OF WHICH the Parties hereto have set their hand the date and year first hereinabove written and have caused this Agreement to be executed in duplicate originals by their duly authorised officers or representatives with their respective company stamps affixed.

Signed by)
Chief Executive Officer)
Telecommunications Authority of)
Trinidad and Tobago)
In the presence of)

Signed by)
)
For and on behalf of)
)

in the presence of)