

REPUBLIC OF TRINIDAD AND TOBAGO

THIS AGREEMENT made in duplicate this _____ day of _____ 2025, between the **TELECOMMUNICATIONS AUTHORITY OF TRINIDAD AND TOBAGO** situate at #5, Eighth Avenue Extension, Off Twelfth Street, Barataria, Trinidad ("the **Authority**" of the **ONE PART** and _____ of _____ Trinidad ("the **Consultant**") of the **OTHER PART**.

WHEREAS:

- (a) By Request for Proposals issued on _____ which is hereto attached as "**Appendix A**" (hereinafter referred to as "the **RFP**"), the Authority invited proposals to conduct an Occupational Safety and Health Compliant Risk Assessment at the Authority's Trinidad and Tobago offices.
- (b) The Consultant submitted to the Authority, a proposal dated _____ (hereinafter referred to as "the Proposal"), which is hereto annexed and marked "**Appendix B**".
- (c) The Authority desires and the Consultant has agreed to provide the Services for the agreed upon period 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 and 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 _____

Should there be any conflict between this Agreement and any other document listed hereinafter, 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)-(c). 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 _____ **Dollars (\$TTD _____)** 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 Consultant for and on behalf of itself and the Authority, covenant that they will both respectively perform all obligations and observe all provisions as required of them either jointly and severally under this Agreement.
4. 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.
5. This Agreement supersedes all prior agreements, arrangements and understandings between the Parties and constitutes the entire agreement between the Parties as it relates to the subject matter hereof.

SCHEDULE ONE

CONDITIONS OF CONTRACT

1. General and Administrative Provisions

1.1. Definitions

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

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

“Background Information” means all materials, reports and all technical and other information known to either of the Parties at the date of this Agreement, together with all respective intellectual property rights, either owned by or licensed to the Parties at date of this Agreement, and all materials, reports and all technical and other information and intellectual property rights owned by or licensed to the Parties which is not Foreground Information;

“Confidential Information” means:

- (i) in respect of Information provided in documentary form or by way of a model or in other tangible form, Information which at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence;

- (ii) in respect of Information disclosed to the Consultant and its Personnel regarding certain business, financial, operational, economic, marketing and other material, information and data concerning business of the Authority and its Stakeholders, whether orally or in writing, or any other form; and which has not been available in the public domain prior
- (ii) in respect of Information that is imparted orally, any Information that the Authority or its representatives informed the Consultant and its Personnel at the time of disclosure was imparted in confidence;
- (iv) in respect of Information imparted orally, any note or record of the disclosure; and
- (v) any copy of any of the foregoing;

“Contract Sum”

means the total sum for the provision of the Services as set out in this Agreement and in accordance with the Terms and Conditions herein;

“Foreground Information”

means all materials, Reports and all technical and other information, results, designs, inventions and other matter capable of intellectual property protection which is created, conceived, developed, written, first reduced to practice or writing or developed in whole or in substantial part in the course of providing the Services;

‘Information’

means information, whether of a technical, commercial or any other nature whatsoever, provided directly or indirectly by the Authority to the Consultant in oral, electronic or documentary form or by way of models, biological or chemical materials or other tangible form or by demonstrations whether before, on or after the date of this Agreement. Such Information is not dependent on how it is disclosed, whether expressed as technical information or otherwise and it includes that represented in intellectual property or know how generally. Information shall include, but shall not be limited to, notes, letters, memoranda, reports, contracts, registrations, licences, tables, databases, data

books, notebooks, computer prints, text and data stored in computer programmes, drawings, charts, illustrations, materials, samples, and all other documentation and materials prepared or made available pursuant to the provision of the Services;”

“Location”	means the offices of the Authority or any such other place mutually agreed for the performance of the Services;
“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 and/or agents of the Consultant;
“Services”	means those Services outlined in the RFP and the Consultant’s Proposal

1.2 **Governing Law**

This Agreement, its meaning, construction and interpretation, and the relations between the Parties as regards this Agreement shall be governed by the Laws of Trinidad and Tobago.

1.3 **Notices**

Any notice, request or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail or electronic mail to such Party at the following addresses which may be changed by notice:

For the Authority:

Chief Executive Officer

Telecommunications Authority of

Trinidad and Tobago

#5 Eighth Avenue, Off Twelfth Street

Barataria

Ph: (868) 675 8288/221-8288

Email: ceo@tatt.org.tt

For the Consultant: **Consultant**

Ph: (868) _____

Fax: (868) _____

Email: _____

1.4 **Waiver**

Failure or neglect by either Party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of that Party's rights nor in any way affect the validity of the whole or any part of this Agreement nor prejudice either Party's rights to take subsequent action.

1.5 **Assignment**

The Consultant shall not assign or sublet the Services or any part thereof without the written consent of the Authority which consent shall not be unreasonably withheld.

1.6 **Entire Agreement**

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.

1.7 **Severability**

In the event that any provision or part thereof of the terms, conditions or provisions contained in this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent that is permitted by law.

1.8 **Headings**

The headings in this Agreement are inserted for convenience of reference only and are not

intended to be part of or to affect the meaning, construction or interpretation of this Agreement.

1.9 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement, may be taken or executed:

- i) on behalf of the Authority by _____ or his designated representative;
- ii) on behalf of the Consultant by _____, Consultant or his designated representative.

1.10 Taxes and Duties

The Consultant shall be responsible for any and all taxes, duties, fees, levies and other impositions imposed under the Applicable Law on the Consultant in respect of this Agreement.

2. Commencement, Duration, Completion, Modification and Termination of Agreement

2.1 Commencement of Services

The Consultant shall begin carrying out the Services no later than fourteen (14) days after the date that this Agreement becomes effective, or on such other date as the Parties may agree in writing. This assumes that any/all pre-requisites, information, payment upon Agreement sign off and /or activities incumbent upon the Authority have been completed in order for mobilization to be effected for project commencement by the Consultant.

2.2 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.5.1 herein, this Agreement shall terminate when the Services have been completed as defined in the Proposal and the payments of remuneration in full have been made in accordance with this Agreement.

2.3 Modification

Modification of the terms and conditions of this Agreement, including any modification of the Services or the Contract Price may only be made by written agreement between the Parties.

2.4 Force Majeure

2.4.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of any Party to this Agreement, and which makes the performance of the obligations of this Agreement impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include:
 - (i) any event which is caused by the negligence or intentional action of any Party,
 - ii) any event which a diligent Party could reasonably have been expected to both:
 - (a) take into account at the time of the conclusion of this Agreement and
 - (b) avoid or overcome in the carrying out of its obligations hereunder,
 - iii) any insufficiency of funds and/or project resources or failure to make any payment required herein as per payment terms indicated above.

2.4.2 No Breach of Agreement

The failure of a Party to fulfil any of its obligations herein shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement, and has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. Should there be any potential delays to Services, this will require mutual approval in writing by both Parties, with the extension of time to be clearly identified.

2.4.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, payments to the Consultant except those outstanding prior to occurrence of the event of Force Majeure, shall be suspended.

2.5 **Termination**

2.5.1 **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 (a), (b), (c) and (e) of this Clause 2.5.1 and by not less than fifteen (15) days written notice of termination to the Consultant after an event referred to in (d) and (f):

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Agreement within fifteen (15) days after being notified or within such further period as the Authority may have subsequently approved in writing; or
- (b) commits any material, persistent or repeated breach of this agreement; or
- (c) if the Consultant becomes insolvent or bankrupt or enters into any agreement with his creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary or has an application made to a court of competent jurisdiction for the appointment of an administrator or an administrative receiver over all or part of his assets, has a receiver or liquidator appointed, a resolution for voluntary winding up passed (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, becomes subject to an administration order, makes or proposes to make any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business; or
- (d) 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 seven (7) days; or
- (e) Either Party undergoes a change of control; or
- (f) if the Authority, in its sole discretion, decides to terminate this Agreement. In the case of termination for convenience, the Authority is required to provide no less than

seven (7) days' notice to the Consultant of the intention to do so, with all payments due for services provided prior to such termination to be paid in full to the Consultant no less than seven (7) days after such termination by the Authority.

2.5.2 By the Consultant

Without prejudice to any other rights or remedies that the Consultant may possess, the Consultant may terminate this Agreement by not less than fifteen (15) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.5.2:

- (a) if the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 3 herein within thirty (30) days after receiving written notice from the Consultant that such payment is overdue;
- (b) 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 seven (7) days.

2.5.3 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.5.1 herein, the Authority shall make the following payments to the Consultant:

- (a) payment pursuant to Clause 4 herein for Services performed by the Consultant as per the terms of service as defined in the Proposal , prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.5.2 herein, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement, which has been incurred by the Consultant.

2.5.4 Termination shall not affect any rights or obligations (including confidentiality) to which either of the parties has become entitled or subject to, before termination.

3. Settlement of Disputes

3.1 Amicable Settlement/Mediation

All disputes or differences which might arise between the Parties relating to and concerning this Agreement or its construction or affecting the rights or duties of the Parties under or by virtue of it or otherwise, shall be settled amicably between the Parties and failing such

settlement within fifteen (15) days of the dispute arising (or such further time as agreed by the Parties) shall be referred to mediation by a mutually agreed third party of competent jurisdiction.

4. Payment to the Consultant

4.1 Consideration and Payment Terms

4.1.1 The Authority shall pay the Contract Sum of _____ **DOLLARS** (**TTD\$** _____) for the Services subject to the presentation of the requisite invoices by the Consultant as follows:

- i. upon execution of this Agreement, the sum of _____ **Dollars** (**TTD\$** _____) *representing ten percent (10%) of the Contract sum.*
- ii. upon successful submission by the Consultant of a draft report and approval of same by the Authority, the sum of _____ **Dollars** and _____ **Cents** (**TTD\$** _____) *representing fifty percent (50%) of the Contract sum.*
- iii. upon successful submission by the Consultant of the final report and approval of same by the Authority, the sum of _____ **Dollars** (**TTD\$** _____) *representing forty percent (40%) of the Contract sum.*

4.1.2 The Contract Sum may only be increased above the amounts stated if the Parties have mutually agreed to additional payments in accordance with Clause 2.3.

4.2 General Terms and Conditions of Payment

4.2.1 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 mutually agreed to by the Parties and must be paid in full without deduction.

5. Obligations of the Consultant

5.1 General

The Consultant shall perform the Services and carry out the obligations herein with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and industry practices, and shall observe sound management practices, and employ appropriate applicable technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with third parties.

5.2 Specific Obligations

- 5.2.1 The Consultant shall use all commercially reasonable efforts to complete the services required by the Authority, to an acceptable professional standard and meet the specifications and estimated time schedule as set out in the Proposal, assuming no delays on the part of the Authority with regard to any pre-requisites (including any payments due on contract sign off or due on invoice), which may cause delays to be effected for mobilization, project commencement and/or during the delivery of services.
- 5.2.3 The Contractor's Personnel shall bear such means of identification as may be required by the Authority to enter the premises of the Location or of such other site identified by the Authority for the performance of the Services.
- 5.2.2 The Contractor's 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 for which such access is permitted and allowed otherwise.
- 5.2.3 The Contractor acknowledges that the Authority operates a no smoking policy at the office of the Authority or at such other location identified by the Authority and shall ensure that the Contractor's Personnel comply with such policy.
- 5.2.4 If the Services required by the Consultant are altered at the request of the Authority or because of any change in laws or regulations or because the Authority fails to fulfil its obligations under this Agreement or because of any other circumstances beyond the control of the Consultant then reasonable amendments may be made to the Proposal to reflect such alterations. Any such adjustments to the services scope, requirements, deliverables, estimated timelines and costs, if and where applicable, to be mutually agreed in writing and approved by the authorized representatives as set forth above.

5.3 Conflicts of Interest

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

The remuneration of the Consultant pursuant to this Agreement shall constitute the Consultant's sole remuneration in connection with this Agreement 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 Agreement or to the Services or in the discharge of obligations herein, and the Consultant shall use commercially reasonable efforts to ensure that any of the Contractor's Personnel and agents shall similarly not receive any such additional remuneration.

5.3.2 Prohibition of Conflicting Activities

The Consultant and its Personnel:

- (a) shall not engage, either directly or indirectly, during the term of this Agreement in any business or professional activities which would conflict with the execution of this Agreement;
- (b) warrant that they have the full capacity to enter into this Agreement and are not engaged in or have not been engaged in any situation that would give rise to a conflict of interest situation, to the best of their knowledge, information and belief.
- (c) shall immediately inform the Authority if they become aware of a potential conflict of interest in connection with their performance of the Services.

5.4 Confidentiality

5.4.1 The Consultant and its Personnel:

- (a) shall maintain in confidence any information provided by the Authority either directly or indirectly, under, or in participation of, the execution of this Agreement, taking all such reasonable security measures as they usually take to protect their own confidential information and trade secrets, and shall use all information provided by the Authority and which has not been in the public domain prior, only for the purposes of facilitating its obligations under this Agreement;
- (b) shall not, either during the term of this Agreement or within two (2) years of its expiration, or such earlier time as the confidential information reaches the public domain other than through the default of the Consultant or its Personnel, disclose any Foreground Information, Information and Confidential Information relating to the Services, this Contract or the Authority's business or operations without the prior written consent of the

Authority.

- (c) shall maintain during the course of their appointment as Consultant the Foreground Information, Information and Confidential Information disclosed to Consultant and its Personnel regarding certain business, financial, operational, economic, marketing and other material, information and data concerning business of the Authority, whether orally or in writing, that all Foreground Information, Information and Confidential Information shall be held in confidence to the best practice standards of the industry and shall not be disclosed, in whole or in part, without prior written consent of the Authority, to any other person(s) (save as provided in paragraph 5.4.1(e)) nor used for any purpose other than for considering and advising the Authority on potential recommendations as shall be included in the project report to be submitted as the final Services delivery.
- (d) shall adhere to the parameters defined as under the terms Foreground Information, Information and Confidential Information which shall not include information (i) which qualifies as Background Information or (ii) at the date of disclosure to the Consultant is in the public domain or (iii) which, after such disclosure, becomes generally available to third parties by publication or otherwise through no breach of this agreement by the Consultant or (iv) which is with written consent of the Authority exempted from the restrictions contained in this undertaking.
- (e) shall not disclose unless required to do so by a competent legal authority and/or as authorized by legal action, any of the Foreground Information, Information and Confidential Information to any person other than to such of their directors, officers, professional advisors and employees as are directly concerned with and directly identified as authorized representatives of the Authority, and whose knowledge of such information is essential for such purpose. The Authority shall bear full responsibility for any such disclosures to its authorized Personnel. The Consultant shall ensure that for its Personnel assigned to the delivery of services herein, and to whom such disclosures are made that its Personnel adheres to the terms of this agreement as if he or she were a party hereto and be responsible for any breach of any such terms by any such person.
- (f) shall keep a record, so far as is reasonably possible, of the location of the Foreground Information, Information and Confidential Information and of any persons holding said information and shall return to the Authority, or destroy and in the latter case provide written confirmation thereof, upon demand any and all documents (including any notes, analyses or memoranda prepared by any member of its group) containing any Foreground Information, Information and Confidential Information and all copies thereof which shall have been made by or on behalf of its Personnel and upon demand

by the Authority immediately expunge all said information from any computer, word-processor or other device containing such information.

- (g) shall ensure that the ownership of the intellectual property rights of the Foreground Information, Information and Confidential Information remains vested in the sole and exclusive possession of the Authority and shall ensure that no right to licence is granted without the express permission of the Authority in relation to any of the Foreground Information, Information and Confidential Information except as is expressly set forth in this agreement or as negotiated in good faith between the parties for an appropriate licence.
- (h) shall remain the exclusive owner of all intellectual property rights in its Proposal and any or all materials, reports, technical and other information forming part of their Background Information which is used by the Consultant and its Personnel in connection with the Services at the date of this agreement and shall grant the Authority a non-exclusive licence to use the Proposal and such reports and other materials for the purposes of the Services provided that the Authority has paid all fees, expenses and disbursements in full due under this agreement but not to sell or otherwise supply them to any third party. This licence lasts only so long as the Authority fulfils all the obligations under this agreement.
- (i) shall have the right to cite the Services rendered to the Authority as part of its performance of services under its Company portfolio but shall not have the right to use and convey, in any form, the Foreground Information, Information and Confidential Information acquired during the course of its performance of the Services. The intellectual property rights contained in the Foreground Information, Information and Confidential Information shall remain in the sole and exclusive possession of the Authority and shall only be used by the Consultant in the performance of the Services.

5.4.2 The Authority and its Personnel shall always use reasonable endeavours to ensure that Foreground Information, Information and Confidential Information (including, without limitation, the Proposal and any advice, report or other material prepared by the Consultant for the Authority) received by it or its staff from the other party remains confidential and is not, without the prior consent of the other party, disclosed to any third party.”

5.5 Indemnification

The Consultant shall defend, indemnify, protect and hold harmless the Authority and its agents, servants and employees from and against any and all suits, claims, demands of whatsoever kind or nature arising out of any acts of gross negligence, errors or omissions of

the Consultant, its agents, and Personnel. The Authority shall defend, and hold the Consultant and the Consultant's Personnel harmless from any resultant losses, liabilities, damages, costs, and expenses resulting from any claims that arise or are alleged to have arisen as a result of: (a) negligent or intentional acts or omissions of the Authority and Authority's personnel; (b) any breach of this Agreement by the Authority; and (c) any Authority or Authority authorized party's breach of any terms of service as detailed in the Proposal and as provided by the Consultant to the Authority.

5.6 Consultant' Actions requiring Authority's Prior Approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Subcontractor and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the authorized Subcontractor and its Personnel pursuant to this Agreement;
- (b) modifying any mutually agreed deliverables as stated in Appendix B and C.

5.7 Reporting Obligations

The Consultant shall maintain ongoing communication with the Authority providing regular progress reports to the Authority, as detailed in the RFP and in the Proposal, by meeting, phone and/or email at the Authority's convenience.

5.8 Documents prepared by the Consultant to be the Property of the Authority

All plans, reports and other documents submitted by the Consultant in accordance with this Agreement shall become and remain the property of the Authority, and the Consultant shall, no later than upon termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such documents but shall not use them for any purposes unrelated to this Agreement without the prior written approval of the Authority.

6. Obligations of the Authority

The Authority shall:

- (a) ensure the accuracy of all and any such data supplied to the Consultant, as far as practicable;
- (b) provide office space and other related amenities including Internet access for the performance of the Services at its building and ensure that all reasonable steps are taken to maintain the safety while at its location(s) and that the appropriate insurance against any and all losses to the Consultant and/or its employees which may arise, subject to the Consultant and/or its employees complying with any reasonable instructions given to the Authority.
- (c) ensure that all pre-requisites are provided as may be required for mobilization including the required payments, that any required approvals on project commencement or during the delivery of services are provided in a timely manner not to cause delays to mutually agreed timelines and that any and all payments are made on invoices as due, net thirty (30) days.

7. Limitation on liability

- 7.1 The Contractor shall indemnify, protect and hold harmless the Authority and its agents and servants from any and against any and all suits, claim, demands and damages of whatsoever kind or nature arising out of any acts of gross negligence, errors or omissions of the Contractor, its agents and servants in the performance of Services. In no event shall the Consultant be liable to the Authority for any direct or indirect damages, including any loss of business or profits, or any other consequential, incidental, punitive or similar damages, or, other than as set forth herein, for the claims of damages made by any third party for any cause whatsoever, regardless of the form of action, whether in contract or in tort, including gross negligence, even if the Authority has been advised of the possibility of such damages. In no event shall the Consultant's liability exceed the total of the amounts paid by the Authority to the Consultant under this Agreement and applicable Services provided under such scope of works which have given rise to such claim(s). The limitations of liability set forth in any other section contained herein shall not apply to this Indemnification provision, and this provision shall survive any term, termination, and cancellation of this Agreement, to the maximum extent permissible under applicable law.
- 7.2 The Authority shall not be liable to the Contractor or its Personnel for any personal Injury or death of any Personnel of the Contractor or loss or damage to the Contractor's property unless due to the negligence or other failure of the Authority to perform its obligations under this agreement or to provide for the safety and/or safe work environment and conditions while the Contractor or its Personnel are at the Authority's location(s) or under general law.

8. Counterparts

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Parties executing (or on whose behalf such signatures are executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS OF WHICH the Parties hereto have set their hand the date and year above mentioned

Signed by **Kurleigh Prescod**)
Chief Executive Officer for and on behalf of)
the **Telecommunications Authority of**)
Trinidad and Tobago)
in the presence of)

Signed by _____)
_____)
in the presence of)
)
)

APPENDIX A

**Request for Proposals for the Engagement of a Health and Safety Consultant to Conduct a
Occupational Safety and Health Compliant Risk Assessment for the
Telecommunications Authority of Trinidad and Tobago**

TATT (Template)

TATT (Template)

APPENDIX B

Proposal submitted by _____
Dated _____

TATT (Template)