



**MINISTRY OF HIGHER EDUCATION, RESEARCH,
SCIENCE, AND TECHNOLOGY - THE GAMBIA**

**THE SECOND AFRICA HIGHER EDUCATION CENTERS OF EXCELLENCE
DEVELOPMENT IMPACT PROJECT (ACE IMPACT)**

CONTRACT BETWEEN

THE MINISTRY OF HIGHER EDUCATION, RESEARCH, SCIENCE AND
TECHNOLOGY (MoHERST)

AND

ENGR. PROF. CAJETHAN MADUABUCHI NWOSU
FACULTY OF ENGINEERING
DEPARTMENT OF ELECTRICAL ENGINEERING
UNIVERSITY OF NIGERIA, NSUKKA.

FOR

**HEAD, DEPARTMENT OF ELECTRICAL/ELECTRONIC ENGINEERING FOR
THE EMERGING CENTER OF EXCELLENCE IN SCIENCE TECHNOLOGY AND
ENGINEERING FOR ENTREPRENEURSHIP**

6th July 2023

Small Assignments

Time-Based Payments

Project Name: Second Africa Higher Education Centre of Excellence Development Impact

Grant No.: **IDA -5350**

Contract No. *MOHERST/STEE/ACEIMPACT/CS/019*

Assignment Title: *Head, Department of Electrical/Electronic Engineering, University of Science, Engineering, and Technology (USET)*

**CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
TIME-BASED PAYMENTS
(IDA FINANCED)**

THIS CONTRACT ("Contract") is entered into this **6th July, 2023**, by and between the **Ministry of Higher Education, Research, Science and Technology** ("the Client") having its principal place of business at **Bijilo**, and **ENGR. PROF. CAJETHAN MADUABUCHI NWOSU** ("the Consultant") having its principal office located at **UNIVERSITY OF NIGERIA, NSUKKA**.

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

- 2. Term**

The Consultant shall perform the Services during the period commencing **1st September, 2023** and continuing through **31st July, 2025** or any other period as may be subsequently agreed by the parties in writing. Upon satisfactory performance in the first year, there is a possibility of contract extension for an additional year.

- 3. Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of **USD 3,000.00 per month (Three Thousand United States Dollars per Month)**. 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. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

- B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per month as agreed during contract negotiation, which shall also include Transportation, Accommodation etc.

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to: **NA**

D. Payment Conditions

Payment shall be made in **US Dollars** not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4. However, the consultant will be provided with a two (2) months fees amounting to **USD 6,000 (Six thousand United States Dollars)** as an advance payment upon assuming office by the agreed date of **1st September, 2023** to facilitates his in-country settlement.

Payments shall be made to Consultant's bank account:

Bank Name: Fidelity Bank PLC
Branch Name: University of Nigeria, Nsukka Strategic Business Unit
Branch Sort Code: 070251850
Account Number: 5091099497
Bank Address: University of Nigeria, Nsukka Branch
Swift Code: FIDTNGLA
Account Name: Cajethan Maduabuchi Nwosu

4. **Project Administration**

A. Coordinator

The Client designates **the Vice Chancellor USET or his/her equivalent**, as Client's Coordinator; the coordinator shall be responsible for the coordination of activities under the Contract, for reviewing and endorsing the Consultant's invoices for payment, and for acceptance of the deliverables by the Client.

B. Programme Schedule

During the course of his work under this Contract, the Consultant is required to come up with a quarterly programme schedule which would be linked to the achievements of the deliverables stated in the terms of reference.

C. Records

The Consultant shall keep accurate and systematic records in respect of the Services provided. The Client reserves the right to these records in original form. The Consultant cannot share these records to any third party without

5. **Performance Standard**

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

6. **Inspections 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 the submission of the Proposal to provide the Services and

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 ineligibility) in accordance with prevailing Bank's sanctions procedures.

7. **Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
8. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.³
9. **Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.
10. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
11. **Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
12. **Law Governing Contract and Language** The Contract shall be governed by the laws of **The Gambia**, and the language of the Contract shall be⁴ **English Language**.

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 8.

⁴ The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

13. Dispute Resolution⁵

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

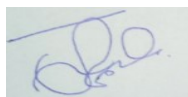
14. Termination

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract

FOR THE CLIENT

.....
Dr. Yusupha Touray – Permanent Secretary
 Ministry of Higher Education Research, Science and Technology
 Opposite Gambia Chamber of Commerce and Industry Building
 Senegambia Highway
 Bijilo, The Gambia

FOR THE CONSULTANT


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ENGR. PROF. CAJETHAN MADUABUCHI NWOSU
 Faculty of Engineering
 Department of Electrical Engineering
 University of Nigeria, Nsukka.

⁵ In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Cost Estimate of Services, List of Personnel and Schedule of Rates

Annex C: Fraud and Corruption

Annex A: Terms of Reference and Scope of Services

TITLE	Head, Department of Electrical/Electronic Engineering
REPORTING TO	Dean, College of Science and Engineering
SUBORDINATES	Academic Staff of Electrical/Electronic Engineering, Administrative Staff of Electrical/Electronic Engineering, Technical Staff of Electrical/Electronic Engineering
ROLE	Provide Vision and Leadership in the Department of Electrical/Electronic Engineering
TASKS & RESPONSIBILITIES	<p>Leadership and Management</p> <ul style="list-style-type: none"> • Responsibility and accountability for setting and advancing the academic strategy of the Department in line with College of Engineering and University strategic plans and direction. • Active membership of and contribution to the management of the College of Engineering Leadership Team. • Development and sustainment of appropriate structures for management, decision-making and communication with staff and students. • Promotion and representation of the University both internally and externally. • Serving as a role model for other members of staff in the pursuit of academic excellence. <p>Responsibility for Teaching and Students</p> <ul style="list-style-type: none"> • Provision of the best possible student experience through the fulfilment of the University's responsibilities concerning students' admission, instruction, progress and examination. • Availability for student advising and counselling. • Adherence to the regulations and procedures of the University and of the University Senate. • Review and develop academic programmes in order to attract new students and markets. <p>Responsibility for Research</p> <ul style="list-style-type: none"> • Ensuring the highest levels of quality, integrity and ethics in all research undertaken. • Creating a dynamic and forward-looking research and innovation environment for both staff and students. • Creating and exploiting new opportunities for knowledge transfer activity to secure additional income streams and new areas of teaching and/or research. • Developing academic research including publication and securing of external funding. <p>People Management</p> <ul style="list-style-type: none"> • Ensuring that University HR policies and procedures are implemented. • Ensuring that staff performance is managed appropriately and that fair workload allocation processes are in place. • Ensuring all staff have access to the necessary support to enable them to

	<p>contribute fully and develop their skills and experience.</p> <ul style="list-style-type: none"> • Make effective use of all staffing resources and seeking out opportunities for collaboration and joint working with others beyond the department. • Ensuring students are included as appropriate in the various decision making for and within the department. <p>Financial Management</p> <ul style="list-style-type: none"> • Taking responsibility for devolved budgets and comply with University financial regulations. • Ensuring adherence by all Departmental members, with University Financial Regulations and other financial operating procedures and regulations. • Ensuring that University equipment/facilities under the department's control are properly maintained and serviced as required. <p>Quality Assurance</p> <ul style="list-style-type: none"> • Putting in place the necessary evaluation and monitoring procedures to ensure both compliance and improvement for teaching, research and management of all resources. • Maintaining compliance with auditing and quality assurance policies and procedures.
QUALIFICATIONS & REQUIREMENTS	<ul style="list-style-type: none"> • Possess an earned PhD in Electrical Engineering or a closely-related discipline • Strong academic record and standing befitting an academic rank of a Senior Lecturer or higher. • Possess very good understanding of the various academic options in the Electrical Engineering or related programmes. • Ability to engage constructively with people, have excellent communication skills, be flexible and adapt to changing circumstances.
TERMS AND CONDITIONS OF EMPLOYMENT	<ul style="list-style-type: none"> • A term of three (3) year appointment in the first instance and shall be eligible for reappointment for one further term of three (3) years upon the recommendation of the Dean • The Head of Department may be removed from Office by the Appointments Committee of the Governing Council on the recommendation of two-thirds majority of the academic staff of the Department.

ANNEX B

Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

Name of Consultant	Rate (Per month in USD)	Number of Months	Total USD
CAJETHAN MADUABUCHI NWOSU	3,000.00	23	69,000.00

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(2) Reimbursables⁶ Not Applicable

	Rate	Days	Total
(a) International Travel	NIL	NIL	NIL
(b) Local Transportation	NIL	NIL	NIL
(c) Per Diem	NIL	NIL	NIL
			Sub-total (2)

TOTAL COST: **USD 69,000.00**

Physical Contingency⁷: NIL

CONTRACT CEILING: **USD 69,000.00**

⁶ To include expenses for international travel, local transportation, per diem, communications, reporting costs, visas, inoculations, routine medical examinations, portage fees, in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes housing and _____ expenses).

⁷ From 0 to 15 percent of total cost; use of contingency requires prior approval of the Client.

ANNEX C. FRAUD AND CORRUPTION

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement

process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.