

**LUMP SUM CONTRACT**

Title: Honduras regional spatial economic strategy

This Lump Sum Contract (the "Contract") is entered by and between the Inter-American Development Bank (hereinafter "Bank"), a public international organization with its principal office located at 1300 New York Avenue, N.W, Washington, D.C. 20577, represented by Mirna Lievano de Marques, and GeoAdaptive (hereinafter "CF") with its office located at 250 Summer Street, first floor, Boston, MA 0221, USA. This Contract is effective on the date it has been fully executed by both parties. The CF shall report to the Project Team Leader, Jordi Prat Cordero, CID/CHO, on the day-to-day basis regarding the performance of this Contract.

**WITNESSETH:**

WHEREAS, CF is a legally-established professional CF or an entity that may provide or provides the Consulting services specified in the Terms of Reference hereunder.

WHEREAS, the Bank desires to contract the CF to provide an in-depth study of the current productive capacity of Honduras to help identify areas with greater productive potential through the use of a Regional Spatial Strategy (RSS) , (hereinafter, "Consulting Services");

WHEREAS, the Bank desires to have the CF furnish the consulting services and CF agrees to perform such consulting services under the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the mutual agreements and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. CONSULTING SERVICES**

- 1.1 The scope of the services to be performed by the CF under this Contract and the proposed time schedule for such performance shall be in accordance with the terms of this Contract, which include the Terms of Reference attached hereto as Annex A, and as further detailed in CF's Proposal dated August 25th 2017, both documents are an integral part of this Contract.

**2. PERIOD OF PERFORMANCE AND COST**

- 2.1 These services shall not start before all parties have signed, and shall be completed no later than April 30<sup>th</sup> 2018. At the Bank's option the starting and/or the completion dates may be extended if it deems so necessary to ensure full compliance with the Terms of Reference. All modifications will be agreed upon in writing.

- 2.2 Total Cost of services to be provided by CF is Six Hundred Sixty Thousand Dollars (USD\$660,000) payable in US Dollars.

### 3. PAYMENTS

- 3.1 Payment for consulting services rendered hereunder shall be made in accordance with the terms stipulated in the "Schedule of Payments" section of the Terms of Reference (Annex A).
- 3.2 The CF shall be paid upon submission of a properly documented invoice which will reflect all applicable taxes and the rates/costs stipulated herein for products or services delivered and accepted by the Bank in accordance with the terms of this Contract<sup>1</sup>. The CF shall provide detailed supporting information upon the Bank's request to substantiate any charge or clarify any invoice.
- 3.3 All invoices shall be sent via email to the Project Team Leader at Jordi Prat Cordero jordip@iadb.org and Rafael Millan rafaelm@iadb.org, with a copy to Carlos Moran Matute cmoran@iadb.org. Please reference this Contract # C-HO-T1285-P001 on each invoice.
- 3.4 The Bank shall have a reasonable period of time from the date of receipt of the CF's reports in which to request any clarifications, revisions or amendments thereto in order to ensure compliance with the Terms of Reference (Annex A). The Bank shall also have a reasonable period of time from the date of submission of the final report in which to assess the CF's performance under this Contract. In the event that any task performed or report prepared by the CF is considered unsatisfactory by the Bank (Contract performance deficiencies), it shall promptly notify the Consultant Firm, in writing, specifying the nature of the problem and request the CF to will remedy the identified deficiencies.

### 4. RELATIONSHIP OF PARTIES

- 4.1 Nothing contained in the entire Contract shall be construed as the establishment or creation of a relationship of employer and employee between the CF and the Bank, it being agreed that the position of the CF or anyone else performing any of the Work hereunder is that of an independent contractor. The employees of the CF engaged in performing the consulting services hereunder are employees of the CF for all purposes and will under no circumstances be deemed to be employees of the Bank.

### 5. SUB-CONTRACTING

- 5.1 The CF may not subcontract any of the consulting services hereunder without the prior written approval of the Bank. If sub-contracting is approved by the Bank, the CF shall properly direct and control its sub-contractors and shall have full responsibility for all consulting services, whether performed by the CF or its sub-contractors. The CF shall ensure that any and all sub-contractors shall be bound to the terms and conditions of this Contract.

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<sup>1</sup> Vendor invoice shall follow the fiscal format as required by the CF's registered country.



## **6. TAXES and IMMUNITIES**

- 6.1 The Bank's exemption from taxation does not extend to any taxes the CF must contribute or withhold on behalf of its officers, agents or employees, including but not limited to, payroll and social security taxes or to any sales or other taxes the CF may incur. This exemption does not extend to any taxes to which the CF is obligated as a result of this contract.
- 6.2 The bank is not responsible for any tax withholding, payment, insurance or other remuneration for any concept that may apply to income that the CF, its agents, staff, representatives or experts may receive for services rendered by this contract.
- 6.3 Nothing in this Contract shall operate to restrict, limit or defeat any rights, privileges or immunities granted to the Bank or Bank personnel under any treaty or domestic or international law. The CF shall promptly inform the Bank, in cases where public authorities or private concerns refuse to recognize the Bank's privileges and immunities accorded by its constituent Treaty or local legislation so that the Bank can take the actions it deems appropriate to protect such privileges and immunities. Nothing herein shall preclude the Bank from taking whatever actions are necessary to prevent immediate, irreparable harm to its privileges and immunities.

## **7. CONFIDENTIALITY**

- 7.1 The CF and its employees or agents are aware that in discharging their obligations pursuant to this Contract, they may have access to privileged, confidential and/or proprietary information of the Bank or of another but in possession of the Bank including without limitation the Bank's financial, statistical, marketing, business and personnel information, projections, plans, forecasts, reports, service capabilities or any other data or information collected and gathered in the provision of the consulting services and relating to the Bank's business and any information whether written or oral identified as confidential by the Bank, is confidential information of the Bank ("Confidential Information"). Under no circumstances, except with the Bank's express written permission, shall the CF and its employees or its agents copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose to any person or organization, in any manner or form, now or after the expiration of the Contract, such Confidential Information or any part thereof.
- 7.2 Upon request by the Bank or upon completion of the consulting services, the CF will immediately return to the Bank at CF's expense all Confidential Information of the Bank and any other Bank documents or data and all copies thereof.

## **8. RIGHTS IN INTELLECTUAL PROPERTY**

- 8.1 All reports, manuals, studies, plans, drawings, data, databases, software and any other material prepared by or worked upon by [Consultant/Provider] for the Bank under this Agreement (the "Works") are the sole and exclusive property of the Bank and as such the Bank has exclusive title, rights (including copyright) and interest in the Works.
- 8.2 If the copyright to a Work cannot be assigned under applicable laws, the CF hereby grants the Bank an exclusive, world-wide, royalty free, perpetual and irrevocable license, with the right to sublicense,

for unlimited use in any format or media now known or hereafter developed.

- 8.3 The Bank may copy, reproduce, distribute, disseminate, publish and/or display the Works in any format or media now known or hereafter developed, in any publication, website, blog, catalog, event, exhibit, archive, as well as in any Bank materials. Further, the Bank may sub-license the Works to third parties.
- 8.4 The Bank may also (i) edit, modify and translate the Works, in whole or in part; (ii) create derivative works from the Works, in whole or in part; (iii) generate new works; and (iv) improve existing Bank works; in which case such new works or improvements of existing works, will be wholly owned by the Bank.
- 8.5 The CF (i) will not use the Works without the Bank's prior and written authorization and (ii) will retain ownership and/or control of all other works that have been its property, or to which it has been granted a license, prior to entering into this Agreement.
- 8.6 The CF represents and warrants that (i) it has the full right, power and authority to fulfill the obligations hereunder; (ii) the Works are the original product of its work and creation or at least that it has sufficient rights to assign the rights provided herein; (iii) there are no claims, complaints, actions or demands from third parties for copyright infringement associated with the Works; and (iv) it will release, defend and indemnify the Bank, its staff and consultants, as applicable, from any claims, complaints, actions, losses, demands, liabilities, damages, costs and/or expenses including, without limitation, attorneys' fees, which could be initiated against the Bank, its staff and/or consultants, in the exercise of the rights assigned, transferred and licensed to the Bank and which may have been assigned, transferred and licensed in violation of third parties' rights, or that may arise from the inaccuracy, or the actual or alleged breach of any representation or warranty that the CF has made under this Agreement or in the Works.
- 8.7 The Bank acknowledges that Consultant retains all rights to all "Background Technology, Knowhow and data" owned, purchased, obtained or created by Consultant prior, during or after the course of providing the services of this contract. "Background Technology and Know-how" refers without limitation to procedures, formulas, technical code and algorithms as well as intermediate compilations; software code or executable code format; and geospatial analytical procedures and techniques, including or reduced to geo-processing models (esri model builder models or other geoprocessing environment or software).

## 9. WARRANTIES

- 9.1 The CF represents and warrants that it is experienced in and familiar with all aspects of the consulting services to be provided under the terms of this Contract. If any consulting services has been commenced or performed prior to the issuance of this Contract, such consulting services shall be subject to the terms and conditions of this Contract.
- 9.2 The CF represents and warrants that each of its employees or agents performing the consulting services under this Contract shall abide by the confidentiality obligations established herein and in addition the Consulting services represents and warrants as part of its employment or contracting process that all of its employees or agents having access to Confidential Information will be advised



of their obligation hereunder with respect to the Bank's Confidential Information. In addition, the Bank may request the CF to sign a Non-Disclosure Contract prior to performance of any consulting services under this Contract.

- 9.3 The CF represents and warrants that it is properly licensed, qualified, equipped, organized and financially able to perform the consulting services in accordance with all applicable laws, ordinances, codes and regulations.
- 9.4 The CF represents and warrants it has the full legal right and corporate power and authority to enter into and perform all its obligations under this Contract.
- 9.5 The CF represents and warrants that the personnel used in the performance of the consulting services hereunder will have the qualifications, skills and experience necessary to perform the consulting services and will have the work record as represented to the Bank.
- 9.6 The CF warrants that any product, equipment, software, methodology, design, device, material, process, report, trademark, documentation or information provided to the Bank or used in connection therewith does not violate or infringe upon any patent, copyright, trade secret or other proprietary right of any third party and hereby indemnifies and holds the Bank, its officers, agents and employees harmless for any losses, damages, liabilities, causes of action, judgments, costs, or expenses, including attorneys' fees, which may result from the breach or alleged breach of this warranty.
- 9.7 At no additional cost to the Bank, the CF agrees to replace any infringing part and to provide any service necessary to maintain the level of performance thereof, provided, however, that upon notice of an infringement or alleged infringement, the Bank shall have the right to terminate this Contract upon written notification to the CF.
- 9.8 The CF represents and warrants that the CF and, to the best of its knowledge, its controlling shareholders, officers, agents, and personnel used in the performance of the consulting services, as well as any parent, any subsidiary, and any sub-contractor and supplier (and their controlling shareholders, officers, agents, and personnel used in the performance of the consulting services): (i) are not currently suspended or debarred from doing business with the Bank, (ii) are not currently suspended or debarred by another International Financial Institution<sup>2</sup> and recognized by the Bank pursuant to any agreement the Bank may have for the mutual enforcement of sanctions; and (iii) are not prohibited to receive payments from a Member Country<sup>3</sup> in compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- 9.9 The CF represents and warrants that it has disclosed to the Bank whether: (i) it has, at any time during

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<sup>2</sup> *International Financial Institution* refers to any financial institutions that have been established and are owned by the national governments of two or more countries (e.g., World Bank Group institutions, International Monetary Fund, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, etc.).

<sup>3</sup> Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Chile, China, Colombia, Costa Rica, Croatia, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Republic of Korea, Mexico, Netherlands, Nicaragua, Norway, Panama, Paraguay, Peru, Portugal, Slovenia, Spain, Suriname, Sweden, Switzerland, Trinidad and Tobago, United Kingdom, United States, Uruguay, Venezuela.

the previous five (5) years, been subject to suspension or debarment by the Bank under any of its policies and procedures; and (ii) it has, at any time during the previous five (5) years, been subject to a sanction by any other International Financial Institution.

9.10 The CF represents and warrants that it has not engaged in Prohibited Practices, that it will report to the Bank any suspected Prohibited Practices of which it has knowledge or of which it becomes aware, and that it will assist the Bank in investigating any allegations and in uncovering any evidence of Prohibited Practices related to Bank-financed activities as applicable.<sup>4</sup>

9.11 The CF represents and warrants that it has disclosed to the Bank if it has been associated or involved in any way, directly or indirectly, with the preparation of the Terms of Reference or other documents used in connection with the consulting services.

## 10. PERSONNEL OF CONSULTING FIRM

10.1 The CF shall supervise the performance of the consulting services to ensure compliance with the Contract including all specifications and schedules.

10.2 If requested by the Bank, the CF shall submit qualifications of key personnel to perform the consulting services under this Contract and such qualifications shall be reviewed by the Bank prior to

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<sup>4</sup> The Bank requires that the CF, its controlling shareholders, officers, agents, and personnel used in the performance of the consulting services, as well as any parent, any subsidiary, and any sub-contractor and supplier (and their controlling shareholders, officers, agents, and personnel used in the performance of the consulting services), adhere to the highest ethical standards and do not engage in Prohibited Practices.

The Bank has established mechanisms to report allegations of Prohibited Practice. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) through any channel referred here: <http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/how-to-report-fraud-and-corruption,2872.html>. Allegations may be presented to the OII confidentially or anonymously.

The Bank has also adopted a Sanctions Procedures to adjudicate cases (<http://www.iadb.org/document.cfm?id=39676437>). If the Bank determines that a prohibited practice has occurred, it may take appropriate action in accordance with the Policy for the Selection and Contracting of CFs for Bank-executed Operational Work and the Sanctions Procedures.

*Prohibited Practices* means any corrupt practice, fraudulent practice, coercive practice, collusive practice, or obstructive practice in a Bank-financed activity by parties thereto as such terms are defined below:

- a. A "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. A "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;
- d. A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party and
- e. An obstructive practice is (a) deliberately destroying, falsifying, altering or concealing 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.



assignment or commencement of any consulting services under this Contract. Personnel with satisfactory qualifications for the consulting services shall be assigned for the duration of this Contract as required.

- 10.3 The CF agrees to assume full responsibility for any and all liability to its employees on account of injury, disability, and death resulting from, or sustained by, said employees in the performance of the consulting services defined herein.
- 10.4 At the Bank's request, the CF shall remove its personnel due to nonperformance or workplace conflicts while performing the consulting services and shall upon the Bank's request make all reasonable efforts to assign new personnel for performance of the consulting services. If during this Contract the CF at its own initiative removes or substitutes key personnel assigned to the Bank, the CF shall assume the cost of 5 working days to bring such newly assigned personnel to a productive status. Any substitution in the team of experts assigned must be approved in advance by the Bank.
- 10.5 The CF agrees to use commercially reasonable efforts to ensure that all key and/or onsite personnel performing the consulting services under this Contract are not relatives<sup>5</sup> of an active Bank employee or subject to any work restrictions by virtue of his/her former employment with the Bank. If it becomes known that any of CF's key and/or onsite personnel performing the consulting services is a Bank relative, the CF shall promptly replace such personnel with one having equivalent skills at no additional cost to the Bank.

## 11. PERFORMANCE STANDARDS

- 11.1 The CF shall perform the consulting services hereunder with care, skill and diligence in accordance with the standards of professional skill and care common to the profession. The CF shall be responsible for the professional quality, technical accuracy, completeness and coordination of all the consulting services performed under this Contract.
- 11.2 The CF shall hold the Bank's interest paramount and shall not engage in any activity that, by its nature, may be in conflict with the scope of the Consulting Services. Without limitation on the generality of the foregoing, the CF agrees: (a) not to engage in any business or professional activity that would conflict with the Consulting Services; (b) to refrain from providing any goods, works, or services resulting from, or closely related to the Consulting Services; (c) not to accept for its own benefit any trade commission, discount, or similar payment in connection with the consulting services; (d) when the consulting services entail a responsibility of advising the Bank on the procurement of goods, works, or services, to exercise such responsibility in the best interest of the Bank and to apply any discount or commission obtained in the exercise of such responsibility for the account of the Bank; (e) to disclose any situation of actual or potential conflict that impacts its capacity to serving the best interest of the Bank, or that may reasonably be perceived as having this effect. The CF shall use commercially reasonable efforts to ensure that its controlling shareholders, officers, agents, and personnel used in the performance of the consulting services, as well as any parent, any subsidiary, and any sub-contractor and supplier (and their controlling shareholders, officers, agents, and personnel used in the performance of the consulting services) comply with the

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<sup>5</sup> Spouse, Bank-registered domestic partner, mother, father, brother, sister, child, uncle, aunt, nephew, niece, (son-daughter-brother-sister) in law, grandparent, grandchild, first cousin, step- (parent-children-brother-sister), (parent or grandparent)-in law, and spouses of brothers-in-law or sisters-in-law, great (grandchild –uncle-aunt-nephew-niece-grandparent).

obligations set forth in this paragraph.

## **12. ACCESS TO INSPECTION OF WORK AND AUDIT**

12.1 The Bank shall at all times have access to the consulting services being performed under this Contract wherever it may be in progress or preparation. The Bank shall have the right to comment at any time on CF's performance and to request modifications in performance and in preparation of the consulting services within the scope of this Contract. The CF shall keep and maintain accurate accounts and records with respect to the services hereunder, in accordance with internationally accepted accounting principles, and in such form and detail as will clearly identify all relevant charges and costs and the bases thereof. The CF shall permit the Bank or its designated representative to periodically inspect and audit all relevant accounts and records, including pursuant to section 9.10 of this Contract. CF shall preserve all accounts and records relating to this Contract for a period of seven years after final payment under this Contract, unless Donor Trust Fund Agreement has other provisions.

12.2 The CF hereby acknowledges and agrees that, in the event the consulting services hereunder requires access by Supplier and/or any of its employees or sub-contractors to internal Bank systems through real-time computer connections, the CF will obtain the written approval of the Bank's Information Technology Department before initiating any such connections. In addition, the CF understands and agrees that the Bank has the right to audit the security measures in effect on any of the CF's connected systems at any time without prior notice and to immediately terminate any network connection with any the CF system that is deemed by the Bank to have insufficient security measures in effect.

## **13. ARBITRATION**

13.1 If any dispute shall arise between the CF and the Bank as to the performance or interpretation of this Contract or any matter or thing in connection therewith which cannot be settled by amicable agreement, then, upon either party's giving Notice of the difference or dispute to the other in accordance with article 18 herein, the same shall be referred to arbitration and final determination by a single arbitrator. The arbitration shall be administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Washington, D.C. The language to be used in the arbitral proceedings shall be English. The arbitrator shall have legal counsel if so desired or if one of the parties so requests. The expenses of any arbitration proceeding shall be borne equally by the CF and the Bank.

## **14. JURISDICTION AND GOVERNING LAW**

14.1 All questions, matters or disputes including but not limited to questions of interpretation, construction, validity and performance arising from this Contract or any part thereof shall be governed by the laws of the District of Columbia, except that nothing in this clause or this Contract shall operate to restrict, limit or defeat any rights, privileges or immunities granted to the Bank or Bank personnel under any treaty or domestic or international law.

14.2 The United States District Court for the District of Columbia shall have jurisdiction in connection with this Contract exclusively for the following legal actions: 1) to compel arbitration by a party that



refuses to submit to arbitration after receiving notice from the other party pursuant to Article 18 herein; 2) to enforce an arbitration award issued by the arbitrators following the arbitration clause; 3) to decide if the arbitrators exceeded their authority by addressing issues not raised or issues not pertinent to the arbitration; and/or 4) to determine whether proper procedures were followed during arbitration. The United States District Court for the District of Columbia shall have no jurisdiction to review or decide on the matter under arbitration.

#### **15. ADVERTISING OF AWARD**

15.1 The CF shall obtain the prior and express written consent of the Bank before using the Bank's name for any purpose.

#### **16. INDEMNIFICATION**

16.1 The CF agrees to defend, indemnify, and hold the Bank, its officers, employees, agents, and invitees harmless from and against all claims, liabilities, causes of action, judgments, damages, costs and expenses, including but not limited to reasonable attorneys' fees, each and all of them may sustain by reason of damage or injury to the extent caused by the CF, its officers, agents and/or employees either by wrongful or negligent act or omission, including, but not limited to any unauthorized use or disclosure of confidential or proprietary information of the Bank or of another but in possession of the Bank or improper or defective consulting services. The CF further agrees to defend, indemnify and hold the Bank, its officers, employees and agents harmless from and against any employment-related claims made by personnel engaged to perform the consulting services hereunder but only to the extent the employment related claim is caused by the CF.

#### **17. INSURANCE**

17.1 The CF shall have in place insurance coverage satisfactory to the Bank and applicable to all aspects of its professional services and any automobiles or equipment that may be used in the provision of the services hereunder and valid in the country where the consulting services are performed. Prior to commencement of services, CF shall provide the Bank with evidence of such coverage, and at any other time as may be requested.

17.2 The CF, its officers, employees and agents understand that the Bank is not responsible for life, health, and accident insurance for the CF's employees or agents. The CF, its officers, employees and agents understand that the Bank is not responsible for any personal property they may bring into the Bank's premises, agree to look to their own insurance policies for any coverage in case of damage, disappearance or destruction of such property, waive any right of subrogation and shall hold the Bank harmless from and against any liabilities, claims, damages, judgments, costs or expenses they or their insurer may have against the Bank in connection with such property damage, disappearance or destruction.

17.3 Nothing in any other provision of the entire Contract between the CF and the Bank shall be interpreted as diminishing legal responsibility as specified in Articles 9 (Warranties), 16 (Indemnification) and 17 (Insurance).

## 18. NOTICES

18.1 Any notice or request required to be given or made under this Contract shall have been duly made or given by email followed by hand or by certified mail to the party addressed as follows:

INTER-AMERICAN DEVELOPMENT BANK  
1300 New York Avenue, NW  
Washington, D.C. 20577  
USA  
Attention Jordi Prat Cordero, CID/CHO,  
With copy to the following emails  
[jordip@iadb.org](mailto:jordip@iadb.org)  
[OCSU.procurement@iadb.org](mailto:OCSU.procurement@iadb.org)

CF: GEOADAPTIVE  
250 Summer Stree, first floor  
Boston, MA 0221, USA  
Attention: Juan Carlos Vargas

Email: [jcvargas@geoadaptive.com](mailto:jcvargas@geoadaptive.com)

## 19. AMENDMENTS

19.1 All amendments and/or modifications additions, or deletions to this Contract shall be in writing and the CF shall provide a written proposal for such contemplated changes for Bank written approval and formal execution of required amendments to this Contract.

19.2 All contract modifications must be completed prior to the expiration of this Contract.

19.3 All such modifications, extras and change orders shall be made only by written amendment signed by such Bank officers and by the duly authorized officer of the CF. In the event that the CF effects any such changes without such written amendment, such changes shall be deemed to have been made without proper authority and no adjustment shall be made in the contract price to cover any increase in costs incurred as a result thereof.

## 20. ELECTRONIC SIGNATURE

20.1 An electronic signature representing the facsimile of an original signature on contracts, amendments, notices or any other documents under this Contract shall be deemed an original signature of the respective duly authorized representative.

## 21. TERMINATION

21.1 The Bank may terminate this Contract in whole or in part for its convenience upon five (5) days written notice to the CF of its intent to terminate and shall pay the CF for the consulting services



satisfactorily performed up to the date of such termination. Furthermore, the Bank may terminate this Contract, by giving written notice to the CF, immediately at any time if: 1) By reason of strike, war, riots, national emergency, natural catastrophe, or Acts of God, performance by the CF of its obligations hereunder is substantially impaired for a prolonged period of time, 2) the CF files a petition under a bankruptcy act, is adjudicated bankrupt, or has a receiver appointed for its business; 3) the CF makes assignment of or subcontracts any of its obligations or rights under this Contract without the Bank's prior written consent; or 4) the CF makes assignment of any contract deliverables for the benefit of creditors; 5) the CF fails to correct any breach of contract within ten (10) days after receipt of written notice of such breach by the Bank; 6) the CF and the Bank fail to reach mutual agreement regarding any modification contemplated to this Contract; 7) the CF has failed to maintain appropriate standards of performance as required by the terms of this Contract and has failed to respond appropriately to a request for modification of such performance; 8) the CF's ability to perform is diminished due to unforeseen events.

## 22. REPORTING

22.1 The CF and the Bank shall mutually agree to the frequency of meetings and reports required to monitor and track the activities of this Contract, however it shall be the CF's responsibility for ensuring that such meetings are conducted and such reports are submitted to the Bank.

## 23. ASSIGNMENT

23.1 Neither party shall assign this Contract in whole or in part, or any of its responsibilities and obligations hereunder, without the prior written consent of the other party.

## 24. SEVERABILITY

24.1 If any provision of this Contract is declared invalid by an arbitrator or any court of competent jurisdiction, the remaining provisions shall not be affected thereby and shall remain in full force and effect.

## 25. NO WAIVER

25.1 Except as otherwise specifically provided in this Contract, a waiver by either Party of any breach of any provision of this Contract, or either Party's decision not to invoke or enforce any right under this Contract, will not be deemed a waiver of any right or subsequent breach, and all provisions of this Contract will remain in force.

## 26. NON EXCLUSIVITY

26.1 Nothing in this Contract will be construed to restrict the Bank's soliciting, purchasing or performing work similar or identical to the consulting services being performed by the CF.

## 27. ORDER OF PRECEDENCE

27.1 In the event of conflict among any terms of reference and conditions of the Contract, the provisions

contained in these Standard Conditions of Contract shall govern.

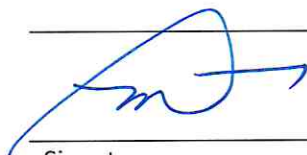
## 28. INTEGRATION

28.1 The terms and conditions of this Contract including attachments incorporated herein and attached hereto, embody the whole of the Contract. There are no promises, terms, conditions or obligations other than those contained herein. This Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Officials or duly authorized representatives of both the IDB and the FC sign this agreement in 2 (two) copies of the same tenor and value, being in conformity and in an unequivocal sign of acceptance as to its form and content

### INTER-AMERICAN DEVELOPMENT BANK

Mirna Lievano de Marques



Signature

Country Representative

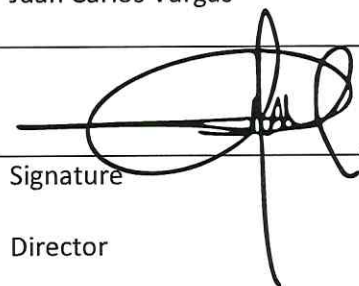
CID/CHO

Date:

*Sep 13/2017*

### GEOADAPTIVE

Juan Carlos Vargas



Signature

Director

Date:

Sept 13, 2017

Attachments; Annex A - Terms of Reference with Payment Schedule  
Annex B – CF's Proposal