

Appendix 8 : Special Conditions of Contract for Studies and Technical Assistance to be performed in an area with security risks

If the Consultant considers that the physical integrity of his personnel, in connection with the performance of the Contract, is seriously and imminently threatened, he shall have full discretion to decide, without prior notice, to demobilise himself and/or his personnel from the area where the Contract is performed and/or the dangerous area, and may immediately suspend all or part of the performance of the Contract. The Consultant shall promptly inform the Contracting Authority.

The Consultant shall, within a maximum period of seven days from his decision, provide written proof to the Contracting Authority that his decision complies with the terms of the first paragraph above. He shall specify the reasons for his decision, the foreseeable consequences for the Contract, the measures proposed to mitigate these consequences and, if any, the additional costs resulting from this suspension and/or demobilisation.

If the Contracting Authority disputes the justification submitted by the Consultant for his decision, it shall give notice of its position, in writing, stating its reasons, within a maximum period of fourteen days.

Except in the event of a dispute, the Contracting Authority shall reimburse, within a reasonable limit, the direct costs resulting from such suspension, demobilisation and/or remobilisation of the Consultant and/or his personnel, it being agreed that the amount of the reimbursable expenses and the repayment procedures shall be jointly agreed between the Parties.

The Consultant shall continue to perform, to the fullest extent possible, his obligations under the Contract and take all reasonable measures to mitigate the consequences of any demobilisation and possible suspension of the services. The Contracting Authority and the Consultant shall discuss such measures in order to reach an agreement on the adjustments to be made to the continuation of the services requested.

In the event the Services are resumed, the term thereof shall be extended by an amendment for a period equivalent to the duration of the suspension.

If the suspension period exceeds sixty (60) consecutive days from the date of effective suspension notified by the Consultant, the Contract may be terminated by either Party, in accordance with the applicable termination clauses (ARVODI 2018).