



01 November 2019

Dr. Didin Agustian Permadi
Environmental Engineering
National Institute of Technology
(ITENAS), Bandung
PHH Mustofa, 23, 40124
Bandung, Indonesia
Email: didin@itenas.ac.id

RESERACH PROJECT
CONTRACT Contract No.
11/19 - 01

Dear Dr. Permadi,

The Clean Air Initiative for Asian Cities Center, Inc. (Clean Air Asia) is pleased to confirm our agreement to engage you as International Air Quality Specialist (Consultant) for the Sustainable Urban Mobility for All Initiative (SUMAI) Project in Cambodia.

Scope of Work and Outputs

In close collaboration with Dang Espita, Senior Program Coordinator, and Everlyn Tamayo, Air Quality Specialist, and other relevant staff of Clean Air Asia, the Consultant shall perform the agreed scope of work and deliver the expected output/s (Services) set out in the Terms of Reference attached as Appendix 1 of this Contract.

Term of Engagement

This Contract shall be performed on an intermittent basis from **01 November 2019 to 31 December 2019**.

Fees and Billing Arrangement

In consideration of the professional services provided by the Consultant, Clean Air Asia will pay a maximum amount of **US\$ 3,000 gross of applicable taxes**, to cover professional fees and related out-of-pocket expenses such as cost of research, communication, photocopying and other similar expenses, unless otherwise indicated in the Terms of Reference in Appendix 1.


The payments shall be made based on the schedule of payment in Appendix 1. Payments are generally processed within 5 working days after receipt of the invoice. Income taxes under this contract shall be for the account of the Consultant.

Confirmation

By signing this Contract, the Consultant confirms that he/she has read and agreed with all details herein and in Appendix 1; and shall be bound by all applicable Terms and Conditions set out in Appendix 2 of this Contract.

Kindly return a copy of the signed Contract to Mr. Art Docena, Finance and Administrative Services Manager, within five days after receiving this offer.

Yours sincerely,




Glynda Bathan-Baterina
Deputy Executive Director



Conforme: _____ Dr. Didin Agustian Permadi _____
Signature over printed name

11 November 2019
Date

TERMS OF REFERENCE

 Clean Air Initiative for Asian Cities Center (Clean Air Asia)			
Project	Sustainable Urban Mobility for All Initiative (SUMAI), Phnom Penh, Cambodia		
Expertise	Air Quality Specialist: Emissions Inventory Expert		
Source	International	Category	Individual
<p>Introduction</p> <p>Clean Air Asia promotes better air quality and livable cities by translating knowledge to policies and actions that reduce air pollution and greenhouse emissions from transport, energy, and other sectors. Clean Air Asia was established as the leading air quality management network for Asia by the Asian Development Bank, World Bank and USAID in 2001, and operates since 2007 as an independent non-profit organization. Clean Air Asia has offices in Manila, Beijing and Delhi, networks in eight Asian countries (China, India, Indonesia, Nepal, Pakistan, Philippines, Sri Lanka, and Vietnam) and is a UN recognized partnership of 250 organizations in Asia and worldwide. The biennial Better Air Quality (BAQ) conference is the flagship event of Clean Air Asia bringing experts, policy and decision makers together to network, learn and share experiences on air quality management. Past BAQs have proven to influence policies, initiate new projects and establish partnerships.</p> <p>Background</p> <p>The transport sector has become one of the largest contributors to greenhouse gas emissions as well as air pollution in Cambodia. Rapid urbanization has also led to a growing demand for improved mobility and transport. The Sustainable Urban Mobility for All Initiative (SUMAI) is supportive of the government's efforts in rehabilitating and developing transport infrastructure as reflected in the Government Rectangular Strategy and to the priorities set forth in the Phnom Penh Master Plan 2035.</p> <p>The objective of SUMAI is to improve availability of quality transport data in Phnom Penh to guide decisions on transport investments and policies that are in line with sustainability objectives. In pursuit of this objective, the project would focus its interventions to support (1) Improving efficiency of existing urban traffic and support traffic system through generation of traffic and air quality data in Phnom Penh; (2) Reducing urban transport Green House Gas (GHG) emission through promotion of clean vehicles and fuels measures; and (3) Stimulating innovations in smart transport solutions to accelerate progress on safety and mobility for all.</p> <p>Scope of Work/ Detailed tasks</p> <p>The Expert/Consultant shall carry out activities for the project as detailed below:</p> <ol style="list-style-type: none"> 1. Assessment of the Emissions Inventory (EI) capacity of Phnom Penh <ul style="list-style-type: none"> Conduct a review and assessment of capacity of Phnom Penh (i.e., data availability, institutional mechanisms and processes) for the development of a tiered EI approach. This will be done through desktop research and remote stakeholder consultations. Selected indicators of Clean Air Asia's Clean Air Scorecard Tool will be used as basis for the assessment. 2. Development and delivery of a training program on EI development, with focus on Mobile EI <ul style="list-style-type: none"> Based on the results of the assessment, design a training program on EI for Cambodia. Serve as Lead Trainer during the planned training on the development of EI for Cambodia during the 4th week of November 2019. Based on the review and assessment of data availability, contribute to the development of a roadmap for Emissions Inventory development at the city level (Phnom Penh) and at the national level, by providing a Recommendations Report which will contain recommendations 			

on improving the data collection and institutional coordination mechanisms, including analysis of barriers to obtaining data and solutions for overcoming these barriers.

- Other tasks that the Team Leader will identify as necessary to the success of the Project in attaining its objectives.

Output/Reporting Requirements

The Expert/Consultant will submit the following:

- Input to the capacity assessment of Phnom Penh. This is due by 4 November 2019.
- Training Program and materials (PPT, assessment forms, activity sheets, etc.) for the Emissions Inventory Training in Phnom Penh, Cambodia on November 25 to 29, 2019. This is due on the 2nd week of November 2019.
- Inputs to the mission report and training delivery report. This is due by 1st week of December 2019
- Recommendations report for EI development in Cambodia. This is due by 6 December 2019
- Inputs to the final report related to activities covered in this contract, as applicable.

This is a lump sum contract for a maximum amount of **US\$ 3,000** gross of applicable taxes. Clean Air Asia makes payment as follows:

- US\$750 – Upon signing of contract and submission of inputs for the assessment report;
- US\$750 – Upon submission of materials for the Training Program on Emissions Inventory on Cambodia;
- US\$750 – Upon conduct of EI training;
- US\$750 – Upon finalization of recommendations report on EI for Cambodia and submission of inputs to mission report and course delivery report.

Travel costs and accommodation will be reimbursed to the Consultant provided that:

- The Consultant will have a pre-approved travel plan by the Senior Program Coordinator of Clean Air Asia.
- The Consultant shall submit proof of travel by providing original receipts.
- For air travel, it must be an economy ticket.

The Consultant shall submit a signed invoice with complete bank details in the format below:

Name of Bank: Bank Nasional Indonesia (BNI)

Complete address of Bank: BNI KCP ITENAS, Jln PHH Mustapha No. 23, Bandung, Jawa

Barat Account Name: Didin Agustian Permadi

Account Number: 0691325034

Mobile Number of the Account Holder: +62-08211-633-6962

Complete Home Address of the Account: Teritorial Street 106, Bandung, 40611, Indonesia

Holder: SWIFT Code of Bank: BNINIDJA

IBAN [when required by Bank]: -

Places of Assignment	Working Days	Estimated Dates (dd/mm/yyyy)
Home Office/Field Office	Lump sum; Intermittent	01 November 2019 to 31 December 2019

GENERAL TERMS AND CONDITIONS FOR CONTRACT

- I. **Performance of the Consultant** – During the Term of Engagement, the Consultant shall cooperate with Clean Air Asia in the Project's interest. Clean Air Asia reserves its right to evaluate the Consultant's performance and to maintain a record of the performance evaluation to refer to if the Consultant is considered for re-engagement.
- II. **Contractual Ethics** – Clean Air Asia requires that Consultants and Consulting Firms under Clean Air Asia financed contracts observe high ethics. No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in this Contract have been given or received in connection with the selection process or in the Contract's execution.
- III. **Remuneration**
 - a. Clean Air Asia pays the Consultant's remuneration to the Consultant. Clean Air Asia pays remuneration for the period in which the Clean Air Asia requires the Consultant's commitment to provide Consultancy Inputs or Services.
 - b. Payment for the Services shall be based on the agreed schedule. The Consultant's remuneration will be paid upon submission by the Consultant at the end of each month of a statement or invoice or agreed outputs.
 - c. Clean Air Asia assumes no responsibility for payment of any taxes outside of the Philippines.
- IV. **Insurance** – The Consultant shall take out his own insurance coverage.
- V. **Intellectual Property** – The Consultant, and the Firm if the Consultant is engaged through a firm, shall ensure that all its Services and all goods and services (including without limitation all computer hardware, software, and systems) procured by the Consultant from the Clean Air Asia Center funds or used by the Consultant in the carrying out of the Services do not violate or infringe on any industrial property or intellectual property right or any third party claim. The Consultant, and the Firm if the Consultant is engaged through a firm, shall indemnify the Clean Air Asia Center from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, suits, proceedings, demands, costs, expenses, and disbursements that may be imposed on, incurred by, or asserted against the Clean Air Asia Center for actions related to performing the Services. These include the Consultant's or Firm's infringing or allegedly infringing copyright, trademark, patent, or other protected right.

All copyrights, trademarks, trade names, service marks and all ideas, inventions, discoveries, secret processes and methods and improvements, together with any and all patents that may be issued thereon, and all other intangible or intellectual property rights that may be invented, conceived, developed or enhanced by the Consultant during the Term of his engagement under this contract that relate to the business or operations of Clean Air Asia or that result from any work performed by the Employee for the Employer shall be the sole property of the Employer, and the Employee hereby waives any rights or interest that he may otherwise have in respect thereof. Upon the reasonable request of the Employer, the Employee shall execute, acknowledge and deliver any instrument or document reasonably necessary or appropriate to give effect to this section and, at the Employer's cost, do all other acts and things reasonably necessary to enable the Employer to exploit the same or to obtain patents or similar protection with respect thereto.
- VI. **Public Statement and Commitment** – The Consultant, and the Firm if the Consultant is engaged through a firm, shall act discreetly and refrain from making public statements about the Services or any of Clean Air Asia projects without Clean Air Asia's prior written approval. The Consultant, and the Firm if the Consultant is engaged through a firm, has no authority to commit Clean Air Asia in any capacity and shall make this clear as circumstances warrant. The Consultant should refrain from any political activity involving the assignment or in the country where the project takes place during the Term of Engagement. When needed,

the Consultant may be provided with business cards to indicate its advisory role, but shall not take any action, which may imply that the Consultant is a staff member of Clean Air Asia.

- VII. **Disclosure of Information** – All materials produced or acquired under the terms of the appointment shall remain the property of Clean Air Asia. Furthermore, Clean Air Asia retains the exclusive right to publish or disseminate reports arising from such materials.
- VIII. **Equipment** – It is agreed that the Consultant, unless otherwise pre-agreed by Clean Air Asia, shall use, his own computing tools, laptop or notebook for performing the Services.
- IX. **Relationship of the Parties** – Nothing contained in this Contract shall be construed as establishing any relationship other than that of independent contractor between Clean Air Asia and the Consultant, or the Firm if the Consultant is engaged through a firm.
- X. **Subcontracting** – The Consultant, and the Firm if the Consultant is engaged through a firm, shall not assign or sub-let the Contract or any part of it without Clean Air Asia's prior written consent for an approved sub-contract.
- XI. **Unusual Incidence** – The Consultant shall report immediately to Clean Air Asia any accident involving personal injury or property damage during the Term of Engagement. The Consultant shall also report to Clean Air Asia immediately any circumstances which might hinder or prejudice performance of the Services.
- XII. **Suspension; Termination of Contract**
 - a. Clean Air Asia may suspend performance of the whole or part of the Contract, or the disbursement of funds hereunder, for a period as the Clean Air Asia deems necessary if Clean Air Asia determines that a condition has arisen which, in the reasonable opinion of Clean Air Asia, interferes, or threatens to interfere, with the effective carrying out of the assignment or accomplishing the Services for a specified period of time not to exceed thirty (30) working days; notwithstanding the above, this Contract may be terminated by Clean Air Asia:
 - i. upon the expiration of a period of time of not less than 15 (fifteen) calendar days after written notice of its intention to terminate has been given to the Consultant; or
 - ii. immediately, if Clean Air Asia determines that the Consultant, or the Firm if the Consultant is engaged through a firm, has engaged in unethical behavior, or corrupt or fraudulent practices.
 - iii. immediately, if Clean Air Asia determines that the Services to date are so deficient as to demonstrate that the Services cannot be satisfactorily performed.
 - b. The Consultant, or the Firm if the Consultant is engaged through a firm, may terminate the Contract if there are circumstances beyond the Consultant's reasonable control which make it impossible to carry out the Services. Consultant must substantiate such reasons in writing and Clean Air Asia must accept the justification in order that such a termination can occur. Upon Clean Air Asia's confirmation in writing, or the failure of Clean Air Asia to respond to such submission of justification within fifteen (15) days from receipt, the Consultant shall be relieved from performing the Services and this Contract shall be terminated.
 - c. Termination Procedure - Upon termination of the Contract or Clean Air Asia giving such notice, the Consultant, or the Firm if the Consultant is engaged through a firm, shall immediately bring the Services to an orderly close and reduce expenditures to a minimum. Unless the Consultant's default causes termination, the Consultant, or the Firm if the Consultant is engaged through a firm, is entitled to full reimbursement for costs duly and reasonably incurred prior to the termination date. Reasonable costs for the orderly termination of Services, including return travel by the Consultant, are reimbursable. If termination is occasioned by the Consultant's or the Firms' default, the Consultant, or the Firm if the

Consultant is engaged through a firm, or Clean Air Asia as the case may be, shall be entitled to the difference between:

- i. the costs, direct or indirect, the Consultant or the Firm incurs in the performance of the Services up to the date of termination; and
- ii. the aggregate of all sums Clean Air Asia paid to the Consultant or the Firm under the Contract.

XIII. **Entire Agreement and Contract Amendment** – The Contract as amended from time to time under the foregoing provisions supersedes all prior arrangements whether written or oral, expressed or implied. The amendment, whether partly or wholly, of any of the Contract's terms or conditions shall be valid only if in writing and signed by Clean Air Asia's Executive Director or Deputy Executive Director.

XIV. **Settlement of Disputes**

- a. The Consultant, or the Firm where the Consultant is engaged through a firm, and Clean Air Asia agree that avoidance or early resolution of disputes is crucial for smoothly executing this Contract and completing the assignment. Each party should settle amicably all disputes arising out of or connected with this Contract or its interpretation through the following procedure: each party's authorized representative will examine the matter(s) in dispute and consider available options to resolve such dispute. The parties will seek agreement on the most reasonable option to resolve the dispute and act appropriately to that end.
- b. Any dispute or difference arising out of this Contract or in connection with it which cannot be amicably settled between the parties under (a) above shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under the said Rules. The arbitration shall take place in Manila, Philippines. The resulting award shall be final and binding on the parties and shall replace other remedies. The language of arbitration shall be English and each party shall bear its own costs.