



LANDI INSTITUTE (PT. IVORY INTERNATIONAL)

**Technical Agreement between the  
Conselho de Imprensa de Timor-Leste  
Number: AK03/CI-LANDI/III/2019**

and

**Landi Institute (PT. Ivory International)**

**In this agreement**

**Conselho de Imprensa de Timor-Leste**, domiciled in Dili, Timor-Leste, which in this matter is represented by president, Mr. Virgilio da Silva Guterres to be further referred to as **THE FIRST PARTY**,

**Landi Institute (PT. Ivory International)** domiciled in Ruko Grya Sanur No.4, Jl. Bypass Ngurah Rai Sanur, Sanur Kaja, Denpasar 80227, Bali – Indonesia, which in this matter is represented **Smith Muthoka Ndila** in his capacity as Program Director, to be further referred to as **THE SECOND PARTY**,

Further reference to **THE FIRST PARTY** and **THE SECOND PARTY** together shall be referred to as **THE PARTIES**.

The Parties agree to draft this agreement applying the following conditions and terms:

**Article 1  
Purpose and Objective**

The purpose of this agreement is to establish technical provisions related to the execution of **Project Human Development with specific area of leadership and management**, for eight (8) staff, that will take five (5) working days, between the May, 13<sup>rd</sup> 2019 and May, 17<sup>th</sup> 2019.

**Article 2  
Scope of Work**

Cooperation set forth in this agreement is cooperation to carry out capacity building training for local Government officers of Timor Leste- in Bali, Indonesia. Some of the activities that will be carried out is a series of the following in furtherance of training:

- Face to face tutorial
- Simulations

*Virgilio*

*[Signature]*



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- Site visits-study visits in practical offices
- Case Studies
- Brain Storming-group discussions guided by Landi experts.
- Session review by participants (individual presentation)

### **Article 3 Change of Date**

Any change of date of implementation of the activities can be done on agreement between the parties. This case can be notified by either party, at least 10 (ten) days prior to the day of the training.

### **Article 4 Responsibilities of THE FIRST PARTY**

1. THE FIRST PARTY is responsible for the payment of the costs of the training referred to in Article 1 as foreseen in the following paragraphs and as per the INVOICE.
2. The costs are paid directly by THE FIRST PARTY to THE SECOND PARTY as per the invoice.
3. The Grand total payment is: USD 7,150.00 (details in the INVOICE) with details below:
  - a. USD 6,500.00 to cover leadership and management Training, refreshment and lunch, material and local transport,
  - b. USD 650 to cover tax 10%
4. Price excludes Hotel and accommodation.

### **Article 5 Responsibilities of THE SECOND PARTY**

1. THE SECOND PARTY is responsible for the communication and the coordination of the preparation and execution of the training, including making the training flow and production of training materials.
2. THE SECOND PARTY is responsible to provide value training using qualified and experienced facilitators with modern training facilities.
3. THE SECOND PARTY is responsible to use habitable air conditioned training rooms.
4. THE SECOND PARTY is responsible to comply with all provisions as contained in the detailed program and invoice.
5. THE SECOND PARTY is responsible to provide local transport during training
6. By the end of the training, THE SECOND PARTY shall provide a full report regarding the training session, including description of the facilities and coaching and will issues EIU (EUROPEAN INTERNATIONAL UNIVERSITY-PARIS) certificates to each participant.

*Brigida*



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## **Article 6 Payment**

The First party will pay the full amount of the USD 7,150.00 at least 3 working day before the activities of the program start.

## **Article 7 Termination of the agreement and Penalties for non compliance**

1. The Agreement will be terminated if :
  - a. Period of validity of the agreement has been completed;
  - b. The purpose mentioned in Article 1 of this agreement has been reached;
  - c. The parties have completed their respective responsibilities as set out in this agreement;
2. If one party does not abide by the articles that has been agreed upon in this document, the counter party can terminate the agreement upon discussion with the other party.

## **Article 8 Accreditation and Certification**

The training programme is ACCREDITED

## **Article 9 Term Of Validity**

This agreement will come to effect on March, 16<sup>th</sup> 2019 and will be terminated on the May, 31<sup>st</sup> 2019.

## **Article 10 Force Majeure**

Neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to matters beyond their reasonable control, including, but not limited to, earthquake, fire, flood, or other natural disaster, war, embargo, or massive riot provided that the party so delayed immediately notifies the other party of such delay.

## **Article 11 Final Provisions, Applicable Law and Jurisdiction**

1. This agreement is binding on both the parties from the date it was signed by them.



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2. The Parties agree to resolve any matters consequences through mediation by involving a mediator appointed by each of The Parties.
3. The Parties shall comply with all applicable governmental laws, rules, regulations, ordinances and restrictions now or here after the agreement in force.
4. If there is any disagreement about any article set forth in this agreement and can not be resolved amicably by the parties, the parties agreed to subject the disagreement to the ruling of the Dili District Court.

This agreement is finalized and signed for the interests of THE PARTIES and produced in duplicate with the necessary amount of legal stamps for each copy.

**THE FIRST PARTY**

**THE SECOND PARTY**

  
**HE Mr. Virgilio da Silva Guterres,**  
**President of Conselho de Imprensa de Timor-Leste**

  
**Mr. Smith Muthoka Ndila**  
**Program Director**  
**Landi Institute (PT. Ivory International)**  
16/03/2019