



global witness

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DATE

30 September 2004

PARTIES

- (1) "The Client" Global Witness Limited, Company Registration Number No. 2871809 of 4th Floor Hamlyn House, Macdonald Road, London N19 5DD
- (2) "The Consultant" Lucila Pautrat, Av. Universitaria 2747, Lima 31, PERU

1. CONSULTANCY SERVICES

- 1.1 The Client engages the Consultant to provide consultancy services to the Client as set out in the attached Schedule "the Service"

2. DURATION

- 2.1 From 1 August 2004 until completion of the service. See Terms of Reference attached.

3. CONSULTANT'S OBLIGATIONS

- 3.1 The Consultant shall perform his or her obligations faithfully and diligently and in accordance with the directions of the Client as delimited by the attached Schedule "the Service"; and use his or her best endeavours to promote the interests of the Client and to deliver the Service to the highest professional standards
- 3.2 Where the Consultant consist of one or more persons all its obligations shall take effect as joint and several

4. FEE

- 4.1 The Client shall pay the Consultant a fee as set out in the schedule (such fee to be inclusive of Value Added Tax if applicable) and payable subject to delivery of the Consultant's invoice as specified in the schedule.

5. INTELLECTUAL PROPERTY

- 5.1 The Consultant hereby assigns to the Client all rights arising in any work carried out by him or her under this agreement including without limitation copyright, registered and unregistered design rights, database rights, and any other intellectual property rights
- 5.2 The Consultant waives his or her right to be identified as author of any

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subsequent work published by the Client and his or her right to object to derogatory treatment of such work.

5.3 The Consultant agrees that she or he will at the reasonable request and cost of the Client execute any documents and do all such things as may be reasonably required by the Client to assist it to prove ownership of any of the rights referred to above.

5.4 The Consultant warrants that any work done by him or her for the Client will not infringe any intellectual property rights of third parties.

6. TERMINATION

6.1 Without limitation either party may by notice in writing immediately terminate this Agreement if the other party shall:

6.1.1 be in breach of any of the terms of this Agreement which in the case of a breach capable of remedy is not remedied within 3 days of receipt of a notice specifying the breach and requiring its remedy;

6.1.2 be incompetent, guilty of serious misconduct or any serious or persistent negligence in respect of his or her obligations hereunder;

- fail or refuse after warning to carry out the duties reasonably and properly required of him or her hereunder
- do anything to bring the good name of the other party into disrepute
- become bankrupt, insolvent or subject to an administration or receiving order or any court judgement or reasonably appear to be likely to be subject to any of the above.

7. LIABILITY

7.1 The Consultant agrees to indemnify the Client against all claims, penalties, losses, damage, costs, legal or other professional costs and other expenses of any nature whatsoever incurred or suffered by the Client or by a third party as a result of any act or default of the Consultant;

7.2 The Consultant agrees to maintain in force insurance for [£1 million] to cover any liability arising under this agreement

8. COVENANTS

8.1 The Consultant agrees that she or he will not, without the Clients written consent, during the term of this Agreement, or for a period of one year afterwards whether him or herself or through their servants agents or otherwise and whether as consultant principal partner director employee or otherwise directly or indirectly

8.1.1 procure or provide any service of the nature provided under this Agreement to any charity, person or company or government or other agency whose activities are similar to the Clients where the provision of such service may in the reasonable opinion of the Client cause any loss or

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damage to the Client.

9. WARRANTY

9.1 The Consultant warrants that he or she has full authority to enter into this agreement and is not bound by any agreement which would prevent full delivery of the Service and that the Service will be delivered fully in compliance with the laws of the United Kingdom and any other jurisdiction where the Service or its product will be used.

10. CONFIDENTIAL INFORMATION

10.1 The Consultant agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the Client's technology, technical processes, business affairs or finances or any such information relating to a subsidiary, supplier, customer, beneficiary or client of the Client where knowledge or details of the information was received in connection with this Agreement and upon termination of this Agreement for whatever reason the Consultant will deliver up to the Client all working papers or other material and copies provided to him pursuant to this Agreement or prepared by him either in pursuance of this Agreement or previously.

11. TAX LIABILITIES

11.1 It is hereby declared that it is the intention of the parties that the Consultant shall have the status of a self-employed person and shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of his or hers fees.

12. DATA PROTECTION

12.1 In respect of its obligations under this Agreement, the Consultant acknowledges that the Client may give it records and information (including names, addresses and contact details) relating to individuals ("Individual Data")

12.2 The Consultant as recipient of the Individual Data will be a Data Processor (as defined under the Data Protection Act 1998 ("DPA")) acting on behalf of the provider of the Individual Data as the Data Controller (as defined under the DPA) in respect of the Individual Data.

12.3 The Consultant agrees:

12.3.1 That all Individual Data given to it by the Client is confidential and must be kept confidential both during this Agreement and after its termination;

12.3.2 Only to use the Individual Data in accordance with any instructions given to it by the Client, and otherwise only as necessary properly to perform its obligations under the Agreement and in accordance with the DPA;

12.3.3 to amend or delete the Individual Data on instruction from the Client;

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- 12.3.4 not to use the Individual Data after termination of this Agreement;
 - 12.3.5 not to pass the Individual Data to any third party without the prior written consent of the Client; and
 - 12.3.6 to inform the Client and provide full details of any direct contact made to it by any actual or prospective customer, client and/or beneficiary included in the Individual Data; and
 - 12.3.7 to comply with any systems or procedures which the Client may introduce from time to time in respect of the processing of Individual Data.
- 12.4 The Consultant shall indemnify the Client against any and all liability or loss incurred (including without limitation fines, costs and expenses) as a result of the breach of all or any of the obligations set out in this clause and this indemnity shall survive on termination of this Agreement.

13. OBLIGATIONS AFTER EXPIRY OR TERMINATION

- 14.1 The provisions of this Clause and clauses 6, 8, 9, 10, 11, 12, 13 and 14 shall survive for two years after the termination of this Agreement.

14 NOTICE

- 15.1 Any notice required by this Agreement to be given by either party to the other shall be in writing and shall be served, delivered or by sending the same by registered post or recorded delivery to the last known address of the other party and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice. Notice may also be served by Fax or email, and such notice shall be deemed to be received on the date the first normal working date after transmission. Public holidays and Saturdays and Sundays shall not be normal working days.

Signed by the Consultant

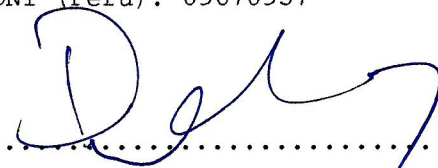
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Dated:

Lucila Pautrat oyarzún

DNI (Perú): 09670957

Signed on behalf of the Client

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Dated: 29/10/04.....

David Young
Independent Monitoring Projects Manager
Global Witness