



## Caribbean Institute for Meteorology and Hydrology (CIMH)

XX/XX/20XX

### Service Level Agreement

This Service Agreement (the “**Agreement**”) is entered into [NTD: DATE 2023] (the “**Effective Date**”) by and between The Caribbean Institute for Meteorology & Hydrology (the “**CIMH**”) located at Husbands, St. James, and [NTD: Service Provider Name] (the “**Service Provider**”) located at [NTD: Address of Service Provider], also individually referred to as the “**Party**”, and collectively the “**Parties**”.

1. **Services** [NTD: Update below content for specific services being requested]. The Service Provider shall perform the services listed in this Section 1 (the “**Services**”).
2. **Compensation** [NTD: Update below costs]. The CIMH agrees to pay the Service Provider \$ XXXXXXX as payment for the Services provided. This fee will be paid in accordance will the following schedule:

**Total Cost of the Services:**      \$ XXXXXX

**Amount Due at Signing:**      \$XXXXXX

**Amount Due at Completion:**      \$ XXXXXX

3. **Expenses.** The CIMH agrees to reimburse the Service Provider for all additional expenses incurred as a result of performing the Services. The Service Provider agrees to submit all additional expenses to the CIMH for approval prior to incurring the expense. All additional expenses must be approved in writing. The CIMH will not be liable to reimburse the Service Provider for any expense(s) that was not pre-approved.

4. **Payment.** The Service Provider shall submit an invoice to the CIMH every 7 days. Invoices shall be paid within 7 days from the date of the invoice. Payments may be made by credit card/electronic transfer/cheque as follows:

[NTD: Service Provider details]

5. **Term.** The term of this Agreement shall commence on the Effective Date, as stated above, and continue for 14 days/months/years, unless otherwise terminated per the terms of this Agreement.

6. **Termination.**

6.1. Either Party may terminate the Agreement at any time upon 7 days prior written notice to the other Party. In the event the CIMH terminates the Agreement, the CIMH shall still remain obligated to pay the Service Provider for any Services performed up to the date of termination and any expenses approved, but not paid, prior to the date of termination. In the event the Service Provider terminates the Agreement, the Service Provider shall reimburse the CIMH any amounts previously paid to the Service Provider for which the Service Provider has not yet performed the Services.

- 6.2.** This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received.

**7. Force Majeure.**

- 7.1.** Neither Party to this Agreement is responsible for any delay or failure to perform its obligations under this Agreement where such a delay or failure is due to fire, explosion, flood, war, embargo, governmental action, act or order of a public authority, strike, public health emergency or communicable disease outbreak or to any other cause beyond its control.
- 7.2.** If a force majeure event lasts longer than thirty (30) days, the Client may terminate this Agreement, in whole or in part, without further liability, expense or cost of any kind by providing a written notice to the Service Provider.

**8. Warranty.**

- 8.1.** The Service Provider represents and warrants that it will perform the Services using reasonable care and skill comparable to that of a Service Provider in the respective field and that any end products or materials given by the Service Provider to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights, or any other rights, of any third party.
- 8.2.** The Service Provider warrants that the Services are free of all defects, deficiencies, and problems for a period of twelve (12) months from the date of approved final completion.
- 8.3.** If, in the sole opinion of the Client, defects, deficiencies or problems appear during the warranty period, the Provider shall immediately remedy, replace, re-perform, or correct the Services at no cost to the Client within a reasonable time timeframe.

- 8.4.** If the Service Provider fails to respond or remedy, replace, re-perform, or correct the Services within a reasonable timeframe, the Client may remedy, re-perform, or correct the Services and, any damage arising therefrom, by whatever means it chooses and the cost of the same is to be paid by the Service Provider.
- 8.5.** The Service Provider further warrants that any of the Services replaced, re-performed, remedied, or corrected is free of defects, deficiencies, or problems for a further period of twelve (12) months from the date of completion of the required repair, re-performance, remedy, or correction.

**9. Confidentiality.**

- 9.1.** Each Party acknowledges that in the course of providing the Service under this Agreement, the Recipient, as defined hereinafter, may have access to, obtain or be provided with information of confidential and/ proprietary nature or the other Party, whether a Trade Secret or not, disclosed in oral, written or electronic form or otherwise learned by the Recipient under this Agreement, and copies that the Recipient party is authorized to make hereunder (the “**Confidential Information**”).
- 9.2.** “**Recipient**” refers to the Party that is receiving the Confidential Information and “**Discloser**” refers to the Party that is disclosing the Confidential Information.
- 9.3.** “**Trade Secret**” means a technique or process, a tool, mechanism or compound, a formula, pattern, device, or a compilation of information that is used in one’s business, only known to its owner and the employee that assisted in making it, which gives the business a competitive advantage.

**10. Dispute Resolution.**

- 10.1. Choice of Law.** The Parties agree that this Agreement shall be governed by the Country in which the duties of this Agreement are expected to take place.
- 10.2. Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- 10.3. Mediation or Binding Arbitration.** In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.

**11. General.**

- 11.1. Assignment.** The Parties may not assign their rights and/or obligations under this Agreement.
- 11.2. Complete Contract.** This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.
- 11.3. Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.
- 11.4. Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

**12. Notices.**

All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested. Notices shall be sent as follows:

**CIMH Representative:**

[NTD: Contact Name and Title]

The Caribbean Institute for Meteorology and Hydrology

Husbands

St. James

Barbados

**Service Provider:**

[NTD: Name and Address Information]

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The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**CIMH Representative**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Service Provider**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_