

APPENDIX A
ACTIVITIES TERMS OF REFERENCE

A 2.12 *Curriculum Implementation of the International Applied Science and Engineering Under-graduate Programs-teaching and supervision*

1. ***Assignment:*** Curriculum Consulting - 7 weeks
2. ***Duration of Assignment:*** September ¹⁵~~1~~ to ^{NOV 15,} October 31, 1997
3. ***Location:*** Suranaree University of Technology
 Khorat, Thailand
- 4 ***Details of the Assignment:***
 - a) Curriculum Consulting (7 weeks)
 - undergraduate lab development
 - planning of Graduate Program in Food Technology
 - collaboration in the Industrial Seminar on Agribusiness
 - b) During this period the consultant will also advise SUT faculty as required on curriculum matters related to the course.
 - c) Within two (2) weeks of return from the assignment the consultant is to provide RI with a brief activity report.

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 (includes preparation and final report)
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 Khorat, Thailand
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CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

between

RYERSON INTERNATIONAL (RI)

Ryerson Polytechnic University
350 Victoria Street
Toronto, Ontario
M5B 2K3
Telephone: (416) 979-5026
Fax: (416) 979-5352

and

Name: Dr. John DeMan
Institution: University of Guelph
Home 58 Applewood Crescent
Address: Guelph, Ontario. N1H 6B5

Tel/Fax: (519) 821-3436
SIN: 611-860-289

APPENDIX B - FINANCIAL

Travel Costs

International travel between the consultant's residence and Bangkok, Thailand return will be provided by RI. The ticket will be a full fare economy class ticket which is not to exceed \$3,400 Canadian including stopover expenses both ways.

In-Transit travel between Bangkok-Khorat including accommodation as required, will be provided by SUT.

Health Insurance:

Overseas health insurance is mandatory. The cost is covered by the project. Proof of insurance coverage to be registered with RI prior to departure.

Accommodation

Accommodation will be provided by SUT at the university's faculty residence.

Per diem and Consulting Fees

Per diem \$250. Canadian per week for a total of seven (7) weeks to be paid by SUT on a bi-weekly basis along with the consulting fee. The first instalment will be paid on arrival.

Consulting Fees \$7,250 Canadian to be shared by RI and SUT as follows:

SUT - \$4,250. Canadian to be paid directly to Consultant's bank account in Canada, prior to departure. Consultant to provide information to RI.

RI - \$3,000. on completion of the assignment and receipt of the required report.

I BACKGROUND

- Whereas for the consideration herein stipulated, the consultant has agreed to provide Ryerson International (RI) with the services described in this contract and the parties hereto have agreed to be bound by the terms and conditions herein contained.
- This contract involves professional consulting services by the Canadian consultant to RI, the project implementation unit responsible for the management of a project of institutional Development and Capacity Building between Suranaree University of Technology, (SUT), Thailand and Canadian Universities Technology Consortium, (CUTC), Canada.
- The contract services are an integral part of the project activities which involve the provision of Canadian support for the strengthening of the academic and administrative departments at SUT.
- The project activities involve the provision of medium-term consultancies and technical assistance by Canadian consultants in the provision of customized training for faculty and staff in Canada; the preparation and delivery of seminars and workshops in Thailand.

II ARTICLES OF THE AGREEMENT

Article 1: Scope of Work

It is agreed that the duties, responsibilities, and obligations of the consultant will be carried out according to the Terms of Reference (TOR) outlined in Appendix A. The TOR may not accurately reflect the particular situation as it becomes evident on site and, if required, the consultant agrees to restructure and revise activities to respond to the identified needs in the field.

Article 2: Period of Service

The terms of this contract will be from *September 15 to November 15, 1997* unless terminated prior to that date pursuant to articles 11 and 12.

Article 3: Payment Schedule

Payment for consultant services will be made in accordance with the terms and conditions outlined in Appendix B.

Article 4: Transportation and Accommodation

Ryerson International (RI) will pay the costs of transportation and accommodation according to the funding agreement between the ARA Consulting Inc. and Ryerson Polytechnic University for the implementation of the project.

Article 5: Liability

The consultant agrees to save RI harmless against claims related to death, disease, illness, injury or disability suffered by the consultant or by dependants arising out of, or attributable to the performance of services under this contract or to conditions encountered during the period of the service of the consultant.

Article 6: Confidentiality and Diplomacy

The consultant agrees that, during the period of service and for a further period of 12 months, the individual and/or dependants shall not issue any written material or express publicly and personal opinions concerning the consultant's service under this contract, except with the prior approval of RI.

Article 7: Conflict of Interest

Except to the extent required for the performance of services described herein, the consultant shall not engage directly or indirectly in any political, business, professional or occupational activity in the host country during the period of service, unless otherwise agreed to by RI. In particular, the consultant shall not make any loans or invest in any business in the host country.

Article 8: Debts Left in Host Country

The consultant or any dependants shall not have any outstanding indebtedness in the host country during or upon termination of the period of service. If at the end of the said period of service, RI determines that a debt has been incurred and remains unpaid by the said consultant, RI, may elect to pay on behalf of the consultant, outstanding debt and any cost pursuant thereto. In the event that RI elects to pursue that option of payment of said outstanding debt, RI may in its own discretion, pursue an action in the Province of Ontario. The consultant agrees that RI's payment of said outstanding debt shall be considered proof that said debt was outstanding, unpaid and incurred by the consultant. The consultant agrees to reimburse RI for the payment made on his/her behalf with respect to the payment of debt of any costs pursuant thereto.

Article 9: Waiver

No condition of covenant of this contract may be waived by the consultant except with the written consent of RI. Any tolerance or indulgence of RI in any regard whatsoever shall not constitute a waiver of any condition or covenant of this contract.

Article 10: Termination for Cause

Any misconduct, negligence, abandonment of this assignment or non-compliance with any of the terms and conditions of this contract by the consultant shall constitute grounds for the immediate termination of this contract by RI. In such case, all payments to or on behalf of the consultant shall stop as of the date of termination, unless otherwise agreed to in writing by RI.

Article 11: Termination for Convenience

Both parties in this agreement may, without cause as specified in Article 11, at any time, by notice in writing terminate this contract. In such case, the consultant shall be entitled to all payments required to be made in accordance with Articles 2 and 3 for the period of which services were performed until the date of termination mentioned in the notice.

Article 12: Force Majeure

This contract shall not render RI liable to any damages or loss of any kind sustained by the consultant or his/her family as a result of war, invasion, act of foreign enemies, national or civil hostilities, civil war or riots, rebellion, terrorism, revolution, insurrection or natural disasters such as explosions, hurricanes, floods, earthquake, fire etc.

Article 13: Governing Law


This contract shall be governed by and interpreted in accordance with the laws of the Government of Canada and the Province of Ontario.

Article 14: Assignment and Subcontracting

This contract shall not be assigned or performed in whole or part by any person or persons other than the consultant, except with formal approval from RI.

III SIGNATURES:

We, the undersigned accept the articles described in Section II and the associated terms of reference and/or Appendices as described herein, as the basis of this contractual agreement:



Dr. John DeMan, University of Guelph

Nov 27/96

Date



Dr. Sam Mikhail
Director Ryerson International

Oct 30/96

Date



Suranaree University of Technology

Date