**AGREEMENT**

*Parties*

*Recitals*

*Desire to build*

*Agreement to build for a lump sum*

*Obligation to build*

**THIS AGREEMENT IS** made on the day of in the year of our lord two thousand and Thirteen, BETWEEN **CARIBBEAN GUANZHOU ECONOMIC & TECHNICAL COOPERATION COMPANY LTD** whose registered office is situated at #47 western Main Road, St.James (hereinafter called “the Company” )of one part and in the island of Trinidad, (hereinafter called “the consultant”) of the other part

**WHEREAS**

1. The Company is desirous of establishing a company for the operations of waste management and cleaning which is environmentally safe and proposing to negotiate contracts/ agreements with the Government of Trinidad and Tobago.
2. The Consultant has agreed to negotiate such contracts/agreements between the Company and the Government of Trinidad and Tobago and act as the agent between the Government of Trinidad and Tobago and the Company

NOW IT IS HEREBY AGREED as follows:

1. **The Consultant for the consideration hereinafter mentioned** shall act as follows:
   1. Act as an agent between the Company and the Government of Trinidad and Tobago
   2. Negotiate agreements between the Company and the Government of Trinidad and Tobago in establishing the aforementioned Company for the purpose of waste management and cleaning operations which is environmentally safe.
   3. Search for the proper personnel to be recruited to operate the aforementioned Company.
   4. These negotiations shall be done in a timely manner and shall use his best endeavors in the negotiations so that the company shall be established promptly.
   5. The Consultant shall not disclose any of the documents, information and other material that may have to come to his possession in the operations of such negotiations to any third party other the that needed for the negotiations without prior written consent from the Company.
   6. The Consultant shall not use any of the informations so obtained for his own personnel gain and thus establish any company directly or indirectly which may be operating on the same basis as the company. If any such operations are conducted by the Consultant the entire profits of such operations shall be held on trust for the Company by the Consultant and any such person who acts on behalf of the Consultant.
2. The plans detail drawings and specification shall be and remain the property of the owner but during the progress of the work the same shall be in the custody of the architect who shall deliver them to the owner when the contract shall have been performed. Should there be any discrepancy between the plans detail drawings and specification the specification shall prevail and be deemed to be correct and binding notwithstanding the drawings.

*Possession, etc of plans, drawings and specifications*

*Time for completion*

*Provision of materials*

*Pulling down and rebuilding*

1. The owner shall give to the builder vacant possession of the site on or before the day of and the builder shall complete the said dwelling house so as to be fit for occupation and remove all surplus material plant and rubbish from the site on or before the day of .
2. The builder shall provide all materials and all scaffolding plant tools and tackle necessary for the purpose of completing the said dwelling house and outbuildings. All such materials shall be the best of their respective kinds and shall be approved by the architect. If any materials shall be brought on to the site which shall not be approved by the architect the builder shall at his own expense remove them and in lieu thereof provide such materials as the architect may approve.
3. The builder shall forthwith take down and rebuild any work or part of the buildings which is not to the satisfaction of the architect and any certificate given by the architect under clause 10 hereof shall not discharge the builder from liability under this clause.
4. All Plant and materials brought on to the site by the builder shall be deemed to be the property of the owner who shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever

*Property in materials*

*Compliance with statutes and byelaws etc*

*Extras and variations*

1. The builder shall conform to the provisions of every Act of Parliament statutory instrument byelaw or regulation for the time being in force affecting the said buildings and will give all necessary notices and obtain every requisite sanction in respect of the said works under every such statute instrument byelaw or regulation and will keep the owner indemnified against all fines penalties and loss incurred by reason of any breach of any such statute, instrument, byelaw or regulation.
2. If the owner shall require any deviation from the said plans drawings and specification or any additional or other work to be done the builder will carry out the work according to such requirement and do the additional or other work in a substantial and workmanlike manner within the time prescribed by and to the satisfaction of the architect who shall estimate the value of the same at the fair value thereof and the owner shall on the final completion of the said buildings pay to the builder the amount of such valuation. If the owner shall not require part of the work contained in the specification to be done the builder will make such deduction from the price mentioned in clause 10 hereof as the architect shall certify in writing to be fair and reasonable.
3. In any of the following cases namely where delay is caused by (i) strike or lock-out of workmen (ii) accident to the works for which the builder is not responsible (iii) bad weather (iv) extras or variations as in clause 8 hereof mentioned (v) *force marjeure*  or other reasonable cause the architect shall grant such extension of time for the completion of the works as shall appear to him to be reasonable and shall grant such an extension even though the date specified in clause 3 hereof has passed

*Delays*

*Payment*

1. The Consultant shall be remunerated as follows:
   1. The expenses and the costs as incurred by the Consultant in the negotiations shall be reimbursed by the Company upon showing a invoice by the Consultant.
   2. The Consultant shall be paid a percentage as agreed by the Company upon successful establishment of the Waste management Company.
2. If the Consultant become unable for any reason or refuse or neglect to carry out the negotiations or the any of the terms, Company by notice in writing sent to the Consultant by registered post or by recorded delivery service may determine this contract. Upon the service of such notice all claims of the Consultant under this contract shall cease.
3. Should the Consultant fail in the due performance of the negotiations or any part thereof or to proceed with the same to the satisfaction of the Company, the Company may by notice in writing determine the contract so far as regards the performance or completion of the same by the Consultant but without thereby affecting in other respects the obligations and liabilities of the Consultant. On such determination of the contract as aforesaid, the Consultant shall return all the information and material in his possession to the Company forthwith and these materials shall remain the property of the Company howsoever obtained whether obtained by the Company or the Consultant
4. In case any dispute or difference shall arise between the parties hereto touching or relating either to the said negotiations or to any other matter or thing arising under this contract the same shall be referred to an arbitration pursuant to the Arbitration Act in force of Trinidad and Tobago and or any statutory modification or re-enactment thereof for the time being in force

*Arbitration*

**SIGNED AND DELIVERED** by the **}**

within named **Peter Wilson and }**

**Vilma Wilson** as and for her act }

and deed in the presence of: - **}**

**SIGNED AND DELIVERED** by the **}**

within named **Mickey seecharan }**

as and for his act and deed in the **}**

presence of: - **}**

**Before me**

**Attorney at law**