

ANNEX T-5 TEMPLATE: PHOSPHINE FUMIGATION SERVICES CONTRACT¹

The following is adapted from a World Vision contract for fumigation services.

NOTE: The Fumigation Management Plan (Annex T-3) as modified for your program serves as Annex 1 to this contract.

CONTRACT FOR FUMIGATION SERVICES

Between

[Name of PVO Organization, location of organization]

And

[Name of Fumigation Service Provider (FSP), location]

Both parties hereby enter into an agreement which states the following:

This agreement covers fumigation services to be rendered by [Name of Fumigation Service Provider/contractor] at the following location(s):

- Warehouse name, location, capacity
- Warehouse name, location, capacity

If during the period of this contract, the number of warehouse locations will be revised (increased or decreased), [PVO Organization] will notify contractor by letter. The floor area/capacity of each warehouse is an estimate, and the contractor is encouraged to visit each site, prior to fumigating, to investigate specific situations.

Expected Date(s) of Services: [insert dates]

[if this is a re-current contract, state expected frequency (i.e., every four to six weeks; or other timeframe, as applicable); if services may also be needed based on PVO's inspections (versus or in addition to a calendar-based schedule), state that additional services may be required, depending on warehouse inspections]

GENERAL PROVISIONS

- (1) [PVO Organization] will impose a penalty of [amount of penalty in local currency/day] if the contractor fails to perform the requested services in a timely manner, if due to the contractor's negligence (i.e., workers unavailable, fumigant unavailable, etc)
- (2) The contractor shall be responsible for re-fumigating at no cost to [PVO Organization] should [PVO Organization] deem the work was not done properly. Payment will be made only after satisfactory service has been rendered. This determination will be made by an authorized individual from [PVO Organization].
- (3) [PVO Organization] will/will not provide transport and accommodation of contractor's personnel from point of origin to warehouse(s) and return.
- (5) [Incorporate PVO's indemnification, dispute, payment clauses, termination clauses, and other legal/contractual requirements.]

¹ This template is a tool of the Fumigation PEA

FUMIGATION PROCESS REQUIREMENTS

- (1) Based on a written request from [PVO Organization], the contractor will fumigate stored commodities. [PVO Organization] will notify contractor of the desired date of services, the type of commodity, and the approximate amount of commodity to be fumigated.
- (2) Except as specifically agreed in a signed addendum to this agreement, the contractor must conduct the fumigation in a manner conforming to the attached **Fumigation Management Plan**.
- (3) The contractor shall abide by all local and national regulations regarding use of pesticides, including fumigants.
- (4) Except as specifically agreed in a signed addendum to this agreement, the contractor must provide all equipment necessary to undertake the fumigation, including (1) an adequate number of high-quality fumigation sheets and sand snakes; (2) all necessary personal protective equipment including canister respirators or self-contained breathing apparatus; (3) phosphine gas monitoring equipment for both hazard and efficacy; (4) supplies for placarding and sealing the warehouse during the fumigation; and (5) all equipment otherwise required by the attached FMP. All equipment must meet specifications as established in the attached FMP.
- (5) If a contact pesticide will be used, contractor must provide adequate PPE and ensure other safety procedures are in place so no environmental contamination results from use, including mixing, storing, applying, and disposing of contact pesticide.