

THIS SERVICE CONTRACT (hereinafter called the "Contract") is entered into by and between the **AFRICAN DEVELOPMENT BANK** (hereinafter called the "Bank"), an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE d'IVOIRE and currently operating from its Temporary Relocation Agency in Tunis, 15 Avenue de Ghana, BP 323 - 1002 Tunis Belvédère, TUNISIA of the one part, and Olivier Bouyer (hereinafter called the "Consultant"), whose address is 6, rue de Panama - 75018 Paris, in France of the other part.

WHEREAS the Bank has determined the need to procure the services of the Consultant, as such services are described or referred to in this Contract, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE the parties hereto agree as follows:

**ARTICLE I:
SCOPE OF SERVICES**

1.1. The services to be performed by the Consultant under this Contract (hereinafter called the "Services") are described in the terms of reference attached hereto as Annex I (hereinafter called the "Terms of Reference") and forming an integral part hereof.

1.2. Notwithstanding Article XV hereof, the Bank shall be entitled to modify the Terms of Reference, provided however, that no such modification shall change the essential nature or purpose of the Services. If, as a consequence of such modification, the scope of the Services is significantly changed, the Contract Amount (as defined in Section 8.1 hereof) and/or the Contract period may be adjusted by the Bank.

**ARTICLE II:
COMMENCEMENT AND DURATION**

The Consultant shall commence the Services on **July 9, 2012** and shall carry out the Services for a period of **6 months** in accordance with the schedules and time limits established under the Terms of Reference, or as otherwise indicated to the Consultant in writing by the Bank.

**ARTICLE III:
DUTIES OF THE CONSULTANT**

3.1. The Consultant shall perform the Services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence and skill and shall, in performing the Services, accept, promptly act upon, and comply with, such instructions and directions as may be issued by the Bank from time to time.

3.2. The Consultant shall report regularly to the Bank and seek guidance and direction therefrom on all matters relating to this Contract and the performance of the Services hereunder.

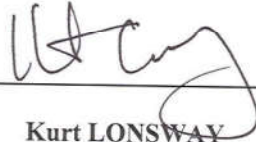
3.3. The Consultant shall perform the Services to the satisfaction of the Bank in accordance with the Terms of Reference and shall submit to the Bank satisfactory and complete report(s) as required under the Terms of Reference.

3.4. During the term of this Contract, the Consultant shall devote all his working

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed on the respective dates specified below.


FOR THE AFRICAN DEVELOPMENT BANK



Kurt LONSWAY
DIVISION MANAGER, ONEC3

3/7/12
Date

FOR THE CONSULTANT



Olivier BOUYER
Forestry Expert – FIP Consultant

3/7/12
Date