



## **EASTERN CARIBBEAN CENTRAL BANK**

### **INVITATION FOR PROPOSALS**

For Re-design of the ECCB Website

The Eastern Caribbean Central Bank (ECCB) invites interested eligible Website Developing Firms to submit Proposals for the Re-design of the ECCB website.

The Terms of Reference and Guidelines for the Submission of Proposals are provided below.

## **TERMS OF REFERENCE**

### **1 BACKGROUND**

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The Eastern Caribbean Central Bank (ECCB) is seeking to redesign its current website. Since the launch of the updated version in 2017, the website has retained its original look and feel with no functional changes. While the site has worked relatively well, the need for various enhancements to the design and functionality of the website has been identified.

### **2 OBJECTIVE OF THE ECCB WEBSITE**

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The primary objective of the ECCB website is to serve as a cutting edge communication tool that conveys clearly, the Bank's mission, vision, purpose and how it serves its stakeholders. It should also build, excite and maintain a community of supporters regionally and internationally by serving as a key resource for and link to stakeholders. Ideally, the website should be a useful tool for the target audience, while being visually appealing, user-friendly and state-of-the-art.

### **3 VISION OF THE ECCB WEBSITE**

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To meet the institutional and communication aspirations of the ECCB, the new website must:

- Showcase the work of ECCB
- Provide concise information about the ECCB and the benefits to its stakeholders
- Engage site visitors and draw in the target audience through visual appeal and interaction
- Provide a scalable design that can be easily maintained internally
- Document the Bank's history
- Allow for easy navigation and provision of relevant information in a user-friendly manner
- Allow for dynamic two-way communication between site visitors and the ECCB

### **4 AUDIENCE OF THE ECCB WEBSITE**

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The target groups are identified as follows:

- Licensed financial institutions regulated by the ECCB
- Academics (*students, teachers, college professors, researchers*)
- Public sector institutions and agencies
- Regional and international financial, economic and developmental bodies
- Private sector
- Media
- ECCB staff
- Public at large

### **5 WEBSITE STRATEGIES**

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- Utilise responsive design to provide a consistent user interface that can be accessed by all devices via all browsers and platforms
- Establish a clear path for visitors to navigate the website to access information relevant to them

- Automate the website update procedure, to extract data directly from the Bank’s statistical data processing platform
- Present clear and concise information to end users
- Integrate with ECCB’s social media platforms
- Integrate third party software such as Mail Chimp, Survey Monkey and Cision PR Newslite
- Prominently feature information about the ECCB and its mandate
- Provide an easy-to-use, web-based Content Management System (CMS) which would leverage limited human resources through improved efficiencies
- Maximise search engine optimisation through strategic mark-up language and content
- Provide an archival system for ECCB news releases, publications/documents, photos, videos and have a searchable database for historical data
- Ensure branding complies with ECCB guidelines

For further information on the ECCB website, please visit [www.eccb-centralbank.org](http://www.eccb-centralbank.org).

## **6 SCOPE OF WORKS**

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The scope of this project is to create an interactive, informative, up-to-date website that is easy to maintain and is viewable on desktop and mobile devices from various browsers. In addition to designing a user-friendly website with an intuitive interface, the Developer must incorporate a web-based, database-driven CMS that allows key personnel to easily update content or make minor alterations without directly accessing source codes. Further, the Developer is required to provide a detailed training manual and end user training on the use of the included CMS. The ECCB will make available to the successful Developer, the content necessary to populate the new site. The Developer is required to undertake all site planning, interface design and production.

### **6.1 DESIGN AND CONSTRUCTION**

#### **a. The website should:**

- i. Be a clean attractive site, with a mix of text, videos and graphics. Visually, the site should be distinctive, memorable and engaging. Each section of the site should have a common look and feel.
- ii. Provide pop-up alerts of new publications, surveys, events and other pertinent information the Bank wishes to announce upon entry and while navigating the site.
- iii. Be built and maintained using a content management system (CMS), that will permit both technical and nontechnical staff to update website content on specific pages. The designated administrator must be able to assign various roles in order to create a hierarchy of permissions. This should be kept in mind when selecting the tools that are included.
- iv. Be easy to navigate, where information is grouped and presented in a logical manner with a minimal number of levels needed for the user to find the desired information. The navigation design should complement the capabilities of touch-enabled, mobile devices.
- v. Be consistent with the use of photography and fonts throughout the site. Pictures on the front page should be a larger size than subpages. The framework should

provide for these photos to be changed easily. Web optimised images should be used for faster load time.

- vi. Provide an avenue for visitors to engage in e-commerce to purchase the Bank's commemorative coins.
- vii. Be developed to allow the use of templates that adhere to the proposed navigation scheme enabling non-technical users to easily add new sections/pages.
- viii. Present statistical data in an interactive and user friendly format allowing visitors to search, download, create desired reports and perform other desired functions.
- ix. Have an interactive job application portal where vacancies will be displayed and applicants will be able to create accounts, update information, choose fields of interest, and log-on to check application status. The portal should be able to match applicants with existing openings and notify them based on key words in their information. Additionally, the applicants' information can be stored.
- x. Include a newsroom and email subscription service for site updates - for example Mail Chimp and Cision PR Newswire - in addition to podcast and streaming media functionality.

**b. The Developer is required to:**

- i. Assist in the mapping and site layout of the proposed new ECCB website in conjunction with a designated representative from the ECCB.
- ii. Work closely with the ECCB at each stage of the design to identify user needs and corresponding user interface requirements, workflows, and functionalities.
- iii. Convert substantial amounts of existing content to new web site.
- iv. Provide tools from within the CMS to promote social media integration and search engine optimisation.
- v. Provide search capabilities using key words or phrasing that will identify content throughout the site.
- vi. Incorporate an event section on the website with a hosted calendar solution.
- vii. Provide document library/database for publications and reports with interactive search functionality.
- viii. Ensure integration of all elements including content, information format, compatibility with software platforms used by the Bank and standards for content management.
- ix. Select a platform that allows easy integration of multimedia products such as video/video streaming and audio and user-friendly administrator interface.
- x. Create mock-ups/demos, storyboards and prototypes to propose options for implementation. Provide three (3) template designs for review in order to select a concept. Concepts should reflect the Bank's corporate colours, nature and purpose.
- xi. Develop corresponding user interface components (web templates, style sheets, scripts, images, dashboards, social media interfaces) as needed.
- xii. Use simple, cost-effective techniques to test designs with representatives of target audience prior to launch of site. The selection of the sample audience will be done in conjunction with the ECCB project team.
- xiii. Include the functionality to build forms for event registration, Contact Us and other initiatives from within the CMS.

- xiv. Allow editors to easily create and modify photo and video galleries using social sites such as Google+ and YouTube.
- xv. Provide a multi-lingual translation option – English, French and Spanish.
- xvi. Keep a full backup of the website through the duration of the project.
- xvii. Perform thorough testing of the new website.
- xviii. Secure the existing website prior to transitioning to the new platform.
- xix. Submit the final concept to ECCB for review prior to ‘going live.’
- xx. Provide ECCB with a full backup copy of the site design and code at the closing of the project. ECCB will be the owner of the code and design and will host the new site.
- xxi. Provide training, tools and assistance to relevant ECCB staff to enable to effective launching, operating, updating and maintenance of the website.
- xxii. Make available to the ECCB the necessary graphics, software and licenses to maintain site internally.
- xxiii. Conduct complete migration of the new website to existing ECCB URL (www.eccb-centralbank.org).

## 6.2 SITE SPECIFICATIONS

ECCB encourages creativity in the website designed by the Developer; however, there are certain requirements for this website project. The Developer must incorporate all of the following requirements.

- i. The website must be cross-browser compatible with current and one (1) previous version of Internet Explorer, Microsoft Edge, Firefox, Chrome and Safari browsers.
- ii. The site should be responsive to mobile and desktop devices.
- iii. The website must be built and maintained using a CMS that meets the security requirements of the ECCB as outlined in *Appendix A*.
- iv. The Three-click Rule must be applied.
- v. The website must be w3c compliant and should also be considered easy to use by the experienced internet user as well as the novice.
- vi. The website must be designed with a mix of text and graphics such that each page loads in a way that is acceptable to the typical user having an average home Internet connection speed.

## 6.3 BENCHMARKING

The table below contains some websites with features found to be useful.

Website	Feature
<a href="http://www.oecs.org">www.oecs.org</a>	Branding; alerts upon entry; dynamism of slider
<a href="https://www.bsp.gov.ph">https://www.bsp.gov.ph</a>	Presentation of key information on homepage; hovering over menu items gives brief description of what’s inside; Chatbot to enhance interactivity with the public
<a href="https://data.worldbank.org/">https://data.worldbank.org/</a>	Presentation of statistical data; data visualisation; interactivity
<a href="https://www.bankofcanada.ca/">https://www.bankofcanada.ca/</a>	Organisation of homepage

Website	Feature
<a href="https://www.bportugal.pt/en">https://www.bportugal.pt/en</a>	Organisation of homepage; clean look
<a href="https://www.bis.org/emailalerts.htm">https://www.bis.org/emailalerts.htm</a> <a href="https://www.centralbank.ie/regulation/how-we-regulate/international-financial-sanctions/financial-sanctions-alerts/subscribe-for-alerts">https://www.centralbank.ie/regulation/how-we-regulate/international-financial-sanctions/financial-sanctions-alerts/subscribe-for-alerts</a> <a href="https://www.centralbankmalta.org/newsletter">https://www.centralbankmalta.org/newsletter</a> <a href="https://www.centralbankbahamas.com/statistics">https://www.centralbankbahamas.com/statistics</a>	Subscription to site updates

**6.4 TRACKING**

The website must include Google Analytics or other suitable website analytics applications to help measure and understand visitor behaviour and improve web site performance and availability. The following items need to be tracked:

- Web traffic analysis to include demographics and location
- Path analysis
- Visitor trends
- Page views
- Entry and exit pages
- Top pages
- Page – length of stay
- Technical analysis of browsers, devices and platforms

**6.5 AVAILABLE TECHNOLOGY RESOURCES/INTEGRATION ISSUES**

The ECCB will use much of its existing web content. New content will be provided during the course of the project.

**6.6 TESTING**

The Developer should conduct testing of the website on all applicable platforms to ensure that the website operates as intended. In addition, the Developer is required to submit a report detailing the testing plan and results of the tests conducted.

**6.7 DELIVERY**

Delivery will be the uploading of the site to the ECCB’s server. The ECCB will provide a technical lead who will act as facilitator during the development and launch of the site and will be the liaison person between the successful Developer and other ECCB internal resources. The Developer must make provisions for technical and operational support for the go-live stage.

**6.8 PROPERTY RIGHTS**

The ECCB shall hold all intellectual and other property rights on matters directly related to or derived from the work carried out through this project, upon completion of the services by the Developer and acceptance of the website by the ECCB. The website design and all of its contents, software and architecture become property of ECCB.

## 6.9 DURATION

The assignment should be undertaken within a period of six (6) months.

## 6.10 EXPERIENCE AND SKILL REQUIREMENTS

The contract will be awarded to the firm showing a combination of the most experience, and greatest skills for delivery of the Website as detailed in these Terms of Reference.

The Developer should have at least five (5) years' experience and is expected to demonstrate skills and competencies in the following areas:

- Efficient in Adobe Photoshop, Fireworks, Illustrator
- Familiar with PHP, Apache, MySQL, databases and content management systems such as Joomla.
- Knowledge of SEO, HTML, XHTML, and CSS
- Experience with Google Analytics
- Knowledge of cross browser development for Chrome, IE, Firefox, Safari
- Knowledge of cross platform web design for access on mobile devices

## 7 RISKS

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A number of risks can be identified that could jeopardise effective implementation of this intervention:

- Unavailability of appropriate personnel to undertake the assignment from client and Developer perspectives.
- Lack of uptake, response, support and participation from stakeholders throughout the development process.
- Impact of adverse weather, climate, and/or other unforeseen events on implementation.

## 8 DELIVERABLES

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The Developer will submit the following reports electronically in PDF format in English:

- a. **Inception Report** to be produced within two weeks from initial meeting. In the report the Developer shall describe e.g. initial findings, progress in collecting data, any difficulties encountered or expected in addition to the work programme. The Developer should proceed with their work unless otherwise instructed by the ECCB. This report shall outline the main elements of website design and content i.e. user navigation, home page and main navigation templates for each of the main navigation links, for approval by the ECCB.
- b. **Demo of the website** as built to date with relevant content, homepage and inside pages design and testing by key users, within three (3) months from the start of implementation.
- c. **Draft final report** in a format agreed with the technical lead, include details of progress and results, design and content, and user/technical/training guide(s). This report shall be submitted within two weeks of delivery and testing of the Demo.
- d. **Completion**, launch and training of key users, within six (6) months from the start of implementation.
- e. **Final report** with the agreed specifications as the draft final report, incorporating any comments received from the parties on the draft report. The final report should also

include the report on the testing of the website (as detailed in 6.6). The final Report shall be submitted within two (2) weeks of the agreed date of the website launch.

## GUIDELINES FOR SUBMISSION OF PROPOSALS

### Re-design of the ECCB Website

#### 1. SUBMISSIONS

Website Development Firms wishing to signify their interest in undertaking the prescribed services are to submit a Proposal to include:

##### a. Details of the Firm:

- Information on the Firm's technical competence relevant to the assignment, experience in undertaking similar assignments including examples, and any other capability statements relevant to the successful completion of the project.
- The Firm's legal status and organisational structure. The experience and resume of the team members that will be leading on the project.

##### b. Concept note:

- Detailing the planned framework for undertaking the assignment and a breakdown of the number of days required for each task. This should include a creative brief which will confirm audiences, define objectives, indicate graphic look and feel, navigation, site marketing, identify technology issues and assumptions, required functionality, phasing and budgetary matters.
- The plan for training end users in the use of the CMS.
- Estimated timeline to complete the project.

##### c. Detailed Financial Proposal:

- The estimated costs for the entire project including the design fee and the cost for training end users in the use of the content management system.
- Project cost shall exclude items such as cost of ongoing maintenance and third-party tools and services. Pricing for these must be included in a separate line item.

Developers shall bear all costs associated with the preparation and submission of their Proposals.

The ECCB is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Developers.

All proposals must be submitted by email as PDF attachments no later than 4:00 pm local time in Saint Christopher (St Kitts) and Nevis, on 21, July, 2021.

Proposals must be emailed to [info@eccb-centralbank.org](mailto:info@eccb-centralbank.org) and copied to [eccbwpc@eccb-centralbank.org](mailto:eccbwpc@eccb-centralbank.org) with subject line in all capital letters **RFP – ECCB WEBSITE DEVELOPMENT PROJECT** followed by whatever other desired text you would like.

For more information, please contact:

**Acting Director  
Corporate Relations Department  
Eastern Caribbean Central Bank  
P.O. Box 89  
Basseterre**

**SAINT CHRISTOPHER (ST KITTS) AND NEVIS**

**Phone:** 1 869-465-2537      **Email:** [info@eccb-centralbank.org](mailto:info@eccb-centralbank.org) copied to [eccbwpc@eccb-centralbank.org](mailto:eccbwpc@eccb-centralbank.org)

## **2. EVALUATION CRITERIA**

- a. The criteria to evaluate the Proposals submitted will include: **Expertise in recommending and communicating appropriate technical and aesthetic solutions** as evidenced by the proposal and references.
- b. **Suitability of the Proposal** – the proposed solution meets the needs and criteria set forth in the RFP.
- c. **Aesthetic Capabilities** – Prior work demonstrates artistic and innovative, user-friendly interfaces that engage communities and viewers.
- d. **Company Experience** – Firm has successfully completed similar projects and has the qualifications necessary to undertake this project.
- e. **Value/Pricing Structure and Price Levels** – The price is commensurate with the value offered by the proposer.
- f. **Depth and Breadth of Staff** – The Developer has appropriate staff to develop the site within the time frame needed.
- g. **Proposal Presentation** – The information is presented in a clear, logical manner and is well organised.
- h. **Ability to Meet Required Timelines or Other Deadlines.**
- i. **Conformity to the Necessary Principles and Functional Requirements** listed above.
- j. **Proposed approach**, including clarity of understanding of the scope of services to be provided and appropriateness of the solution/services to accomplishing the objectives.
- k. **Evidence** of successfully managing other contracts with public or private agencies.

## **3. SELECTION**

Proposals received in relation to this assignment will be evaluated. Three firms will be shortlisted based on the above evaluation criteria and reference checks and subsequently invited to an interview. The firm deemed most suitable for the assignment will be selected and will be required to enter into a Contract with the ECCB – General Terms and Conditions are outlined in *Appendix B*. Only the shortlisted firms will be contacted following receipt of proposals.

## **4. OTHER TENDER CONSIDERATIONS**

- a. ECCB reserves the right to reject any or all proposals, to issue addenda to the RFP, to modify the RFP or to cancel the RFP.
- b. Any proposal that includes terms and conditions that do not conform to this RFP is subject to rejection as non-responsive.

- c. ECCB reserves the right to waive any informalities or minor irregularities in connection with proposals received. ECCB reserves the right to permit a consultant to withdraw non-conforming terms and conditions from their proposal prior to taking action.
- d. There is no expressed or implied obligation for ECCB to reimburse consultants for any expenses associated with this RFP. The proposals received will not be returned.

## APPENDIX A

### ECCB Website Security Requirements

***Should: used to indicate a recommendation. Ignoring the recommendation may result in undesirable or suboptimal results.***

***Shall/Must: used to indicate a requirement that needs to apply to conforming implementations.***

	<b>Requirement Description</b>
1	The website Developer shall demonstrate compliance with secure development industry standards
2	The website shall be designed and developed in line with EU GDPR best practices.
3	Website e-commerce functionality shall meet the relevant controls in the PCI-Compliance standard.
4	The website shall be designed and developed as a 3 tier system with DEV, QAS and PRD environments.
5	The PRD and QAS environments shall be segregated but maintained in parallel and kept identical in terms of configuration. This is to facilitate successful testing of changes in QAS prior to approval to deploy same to the PRD environment, in keeping with ECCB change management policy.
6	The architecture shall comprise of external facing client side web interfaces and backend internal components and infrastructure housed on a secure network.
7	The website shall have authentication measures at all the entry points, front panel, or inbound network connections.
8	The website shall enforce the use of complex passwords which require a minimum character length of fourteen (14), at least one (1) number, at least one (1) special character, and at least one (1) upper case character.
9	The website shall force password expiry according to set timeframes.
10	Passwords shall not be stored in clear text. Passwords shall be hashed using industry standard hashing algorithms prior to storage.
11	User account lock outs and/or captcha tests shall be implemented to prevent brute force automated login attempts.
12	Access to the website shall be role based with specific permissions associated with roles and roles assigned to user accounts.
13	The principal of least privilege shall be observed throughout the website. Including but not limited to connections between front ends and back ends and service accounts and processes running on servers.
14	Business user accounts shall not be administrator accounts and vice-versa.
15	System level accounts must have limited privileges.
16	The website shall support token based Multi Factor Authentication.

17	All sessions shall be maintained in a secure manner throughout the session lifecycle.
18	The website should support multiple concurrent login sessions, and sessions should be protected in relation to each other.
19	The website shall use stored procedures to perform database functions. Stored procedures shall only accept certain types of input and will reject anything not meeting their criteria.
20	Sensitive content shall not be stored in web accessible directory paths. The content shall be stored in non-web accessible directories and access to same shall be captured in the website logs.
21	All data provided by the application shall have consistency (either a new and valid state of data, or data shall be returned to its state before a transaction was started).
22	There shall be site wide use of industry standard encryption protocols and/or tokenization to protect data in transit and data at rest.
23	The solution must operate on the latest and fully patched versions of the Operating System and the application stack.
24	The website development schedule shall include windows for independent security assessments to be performed during the preproduction phase. All identified vulnerabilities shall be remediated prior to solution launch.
25	All input shall be validated at all interfaces including when passed onto backend systems. Output data shall also be validated and sanitized as per security best practices.
26	Front end facing error or system messages shall be sanitized and shall not reveal information about the underlying configuration.
27	All events and activity associated with the website and website infrastructure shall be monitored and tracked by appropriate logging mechanisms for auditing and accountability purposes. The generated logs shall be SIEM compliant and shall be secured against tampering and retained according to the Banks retention policy.
28	Header information shall be obscured to ensure the web servers cannot be targeted.
29	Website source code should be stored in the ECCB Source Code Escrow Repository.
30	Source code shall be written in keeping with secure coding best practices and shall undergo security analysis.
31	Development artefacts shall be removed from production code.
32	The Web application must effectively address the OWASP Top 10 and the OWASP API Top 10 critical controls for application security.
33	The application must support mirroring to allow data to be available in physically separate locations/Separate sites.

All components such as web server(s), database(s) and other back-end server(s), and web content management framework, must be configured according to the relevant vendor/distributor security recommendations as well as in keeping with the internal practices and policies of the Bank.

## APPENDIX B

### GENERAL CONTRACTUAL TERMS AND CONDITIONS

The ECCB intends that the appointed Firm shall perform the services contracted for and described herein. The Firm must be willing to agree to the following standard contract provisions unless specified in writing as an exception in the proposal submitted:

#### 1. Engagement

- a. The ECCB will engage the Developer for a fixed term and the Developer shall in accordance with the terms and conditions outlined in an Agreement provide to the ECCB the services described therein.
- b. The successful Firm shall operate solely as an independent contractor of the ECCB, and neither the Firm, nor any of its agents, employees, or servants, shall be considered an agent or employee of the ECCB.

#### 2. Confidentiality

- a. The **Firm** hereby agrees that any information regarding the **ECCB's** business affairs, practices and procedures or any unpublished information in relation to the services which may be entrusted or disclosed to the Firm during the term of this Agreement shall be treated as confidential information 'Confidential Information'.
- b. Subject to sub-clause (\*), the Firm shall not at any time during or after the term of this Agreement, divulge or allow to be divulged to any person any confidential information except:
  - i. as is otherwise required by law;
  - ii. when lawfully required by any court of competent jurisdiction; or
  - iii. the ECCB otherwise permits as in writing.
- c. To the extent that any confidential information is stored within a computer system or is stored in machine-readable form, the Firm shall ensure that the confidential information is secured so that access may not be gained and copies may not be made other than in accordance with this Agreement.
- d. The Firm agrees that it shall require each person assigned to perform work hereunder to abide by the following nondisclosure conditions:
  - i. To not disclose, deliver, or use for the benefit of any person other than the ECCB or its authorised agents, any restricted or confidential information or material he or she receives from the ECCB, other than material or information previously in the records of the undersigned or obtainable prior to such disclosure, delivery, or use from third parties or from the public domain;
  - ii. To adhere to any policies or instructions provided by the ECCB as to the classification, use or disposition of any restricted or confidential information or materials;

- iii. To not use any restricted or confidential information or material for personal gain;
- iv. To continue to adhere to the first three clauses above after the completion or termination of an Agreement; and
- v. To report to the ECCB (if applicable), the termination of the permitted period of access to its network.

The Firm further agrees to take such steps as may be necessary to ensure that the terms of the nondisclosure statements are observed during and after the term of the Agreement.

### **3. Assignment**

- a. The Developer shall not assign or sub-contract the Agreement, in whole or in part, without first obtaining the ECCB's written consent and it shall be a condition of any consent to any sub-contract of the Agreement that the Developer shall:
  - i. ensure and be responsible for the compliance by any sub-contractor with the terms of the Agreement;
  - ii. include in the sub-contract, provisions consistent with the terms and conditions of the Agreement for the benefit of and enforceable by the ECCB; and
  - iii. furnish the ECCB with copies of any sub-contract upon the ECCB's request at any time.

### **4. Disputes**

- a. Any difference that may arise between the Developer and the ECCB as to any claim against the Developer or as to any matter touching the rights, duties and liabilities of the Developer or the ECCB or otherwise in any way relating to or arising out of the Agreement shall be referred to arbitration in accordance with the provisions of the Arbitration Act, Chapter 6, Laws of St Christopher and Nevis or any statutory modification thereof.

### **5. Insurance and Liability**

- a. Under the Agreement the Developer would be required:
  - i. to indemnify the ECCB from and against any and all loss, damage, liability (whether criminal or civil) suffered including any legal fees and costs incurred, resulting from a breach of the Agreement by the Developer and/or arising in connection with the performance of the Agreement by the Developer.
  - ii. to maintain at its own expense such insurance as will fully protect both the Developer and the ECCB from any and all claims of whatever kind or nature for the damage to property including monetary loss or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under the Agreement by the Firm.
  - iii. to maintain such insurance at the sole responsibility of the Developer, and the ECCB shall not be required to bear any of the cost thereof.
  - iv. to submit Certificates of Insurance evidencing the coverages required herein upon execution of this Agreement.

## **6. Modification/Restatement of Services**

- a. The ECCB may, at any time, by written order, require changes in the services to be performed by the Developer. If such changes cause an increase or decrease in the Developer's cost of or time required for performance of any services under the Agreement, an equitable adjustment shall be agreed by the ECCB and the Developer and the Agreement shall be modified in writing accordingly. In addition, the ECCB must pre-approve all work which is beyond the scope of the Proposal. No services for which an additional cost or fee will be charged by the Developer shall be furnished without the prior written authorisation of the ECCB.

## **7. Acceptance Testing**

- a. The ECCB will reserve the right to undertake acceptance testing at each phase of the Project to determine whether the product satisfies the ECCB's requirements under the terms of the Agreement.

## **8. Consideration**

- a. In full consideration for the services performed by the Developer under the Agreement, the ECCB shall pay to the Developer the contract price in instalments as specified in the Agreement.
- b. All payments will be made against invoices submitted to the ECCB by the Developer.

## **9. Electronic Communication**

- a. Notwithstanding any other provision in the Agreement, the Developer and the ECCB acknowledge that any emails or other electronic transmissions dispatched by one party to the other for the purposes of the Agreement, shall be subject to the following terms:
  - i. neither party makes any warranty to the other that any information or other notice, instruction or document sent by email or other electronic transmission shall be free from viruses or other harmful defects or components or that it will be secure or confidential and each party acknowledges that information sent by email or other electronic transmission may be intercepted, lost or destroyed, falsified, corrupted or delayed in transmission;
  - ii. each party undertakes to the other to take such steps as are reasonably within its power to ensure that its computer systems do not contain or include viruses and defects but do include firewalls, screening mechanisms and other software designed to identify and prevent contamination of its computer systems by viruses and other defects, and that it will not knowingly send an email or other electronic transmission to the other party containing any such virus or defect;
  - iii. neither party shall be liable to the other, whether in contract, tort or otherwise for any direct, indirect or consequential loss arising solely from its use of email or other electronic transmission to send information to the other or the inability of either party to use the information sent by email or other electronic transmission, or for damages or injuries caused by any computer virus, theft or unauthorised access or any power, equipment or software failure or malfunction; and
  - iv. each party shall be entitled to use email to provide to the other advice, instructions, valuations, reports, data, information and generally to communicate on any matter for the purposes of the Agreement save that in the event that any email is sent by one party to the other which contains information

of an important nature, the party sending the email shall additionally and promptly communicate with the other by facsimile.

**10. Warranty**

- a. The ECCB would require that the Developer warrants that all services provided under the Agreement would be furnished in a manner consistent with industry standards and the level of professional skill generally acceptable in the industry with regard to services of this kind.
- b. The ECCB would require that the Developer warrants that any material [hardware or software] used shall be fit for the intended purpose and of good quality and workmanship and that all services, materials, and workmanship used shall be free from errors and defects and shall conform to all applicable specifications.

**11. Entire Understanding**

- a. The Agreement would embody that the entire understanding of the parties in respect of the matters contained or referred to in it and there are no terms, conditions or obligations, oral or written, express or implied other than those contained in the Agreement.

**12. Notice**

- a. A notice under the Agreement shall be in writing and may be delivered personally or sent by airmail or email, as follows:

- i. if to **the ECCB**, to:

Eastern Caribbean Central Bank  
P O Box 89  
Basseterre  
Saint Christopher (St Kitts) and Nevis  
Email: [info@eccb-centralbank.org](mailto:info@eccb-centralbank.org)

**Marked for the attention of:**  
Acting Director, Corporate Relations Department

- ii. if to **the Developer**, to:

(fill in address)

**Marked for the attention of:**  
(fill in name)

or to another person, address or email address specified by the relevant party by written notice to the other.

- b. In the absence of evidence of earlier receipt, a notice shall be deemed given:
    - i. if delivered personally, when left at the address referred to in sub-clause (12)(a)(i);
    - ii. if sent by mail, two (2) days after posting it; and
    - iii. if sent by email, on the day of dispatch.

### **13. Governing Law**

- a. The Agreement would be governed by the Laws of Saint Christopher (St Kitts) and Nevis in every particular and shall be deemed to be made in Saint Christopher (St Kitts) and Nevis.

### **14. Termination**

The Agreement may be terminated:

- a. By either party upon ninety (90) days written notice to the other party;
- b. Immediately where there is a material breach of the Agreement. For the purposes of this Agreement, material breach means any action or omission by a defaulting party that substantially impact the fulfilment of obligations.