**DRAFT CONTRACT**

**SERVICE CONTRACT**

**No** < **NY-B05>**

**financed from the ICMPD**

CIHEAM Bari – Mediterranean Agronomic Institute of Bari,

Via Ceglie 9 70010 Valenzano (BA),

Italy

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3),

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT NET-Work You: Creation of a Skills Network to Increase Employment Opportunities for Young Egyptians in the Green Job Sector**

**ICMPD/2024/MPF-357-461-006**

**CONTRACT TITLE: Developing a skill measurement and evaluation system (Outp. 1.3)**

**Identification number: NY-B05**

(1) Subject

1.1 The subject of this contract is to Developing a skill measurement and evaluation system (Outp. 1.3) (‘the services’).

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

(2) Contract value

This contract, established in Euro, is a global price contract. The contract value is:

* First Phase: **12.900** euro all included (twelve thousands nine hundred euro)
* Second Phase: **25.904** euro all included (twenty five thousand nine hundred and four euro)

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

* the contract agreement;
* the special conditions;
* the general conditions (Annex I);
* the terms of reference (Annex II)
* the organisation and methodology (Annex III);
* Budget (Annex IV);
* Other relevant forms and documents (Annex V);

These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

(5) Other specific conditions applying to the contract

Any reference in the General Conditions to the European Commission or others European institutions not expressly required by the Project shall be deemed not to apply to this contract agreement

Done in English in two originals, one original for the contracting authority and one original for the contractor.

|  |  |
| --- | --- |
| **For the contractor** | **For the contracting authority** |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

**SPECIAL CONDITIONS**

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

**Article 2 Communications**

2.1 Contact person for the contracting Authority:

Project Manager

Daniela Palermo

dpalermo@iamb.it

Contact person for the contractor:

…..

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

 The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months

**Article 4 Subcontracting**

 Subcontracting is not allowed.

**Article 6 Assistance with local regulations**

No assistance with local regulations is required.

**Article 19 Implementation of the tasks and delays**

19.1The start date for implementation shall be the date of the signature of the contract by both parties.

19.2 The period for implementing the tasks is:

- I phase: from signature until 22 September 2025

- II phase from I October 2025 until 30 June 2027

**Article 26 Interim and final reports**

The contractor shall submit progress reports as specified in the terms of reference.

**Article 27 Approval of reports and documents**

27.5 The contracting authority shall, within 15 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 15 days of the receipt of the report.

**Article 28 Expenditure verification**

Expenditure verification is not required.

**Article 29 Payment and interest on late payment**

29.1 Payments will be made in accordance to the budget line 5.2.1 Skills measurement and evaluation system and with the following option:

**I phase:**

* 1st instalment of 50% of the total amount of phase I, paid after the delivery and approval of the Inception report as per paragraph 4 of the ToR, and presentation of a valid invoice;
* 2nd instalment of 50% of the total amount of phase I, paid after delivery and approval of the Methodological Note on Recognition as per paragraph 4 of the ToR , and presentation of a valid invoice.

**II phase:**

* 1st instalment of 30% of the total amount of phase II, paid after the delivery and approval of the following deliverables: Stakeholder Consultation Summary Report, Finalized Skills Recognition Framework, Guidelines for Future as per paragraph 4 of the TOR and presentation of a valid invoice;
1. 2nd instalment of 30% of the total amount of phase II, paid after delivery and approval of the following deliverables: Institutionalization Roadmap, Certification Mechanisms Report, Employer Engagement Report as per paragraph 4 of the TOR and presentation of a valid invoice;
* 3rd instalment of 40% of the total amount of phase II, paid after delivery and approval of the Final Completion Report as per paragraph 4 of the TOR and presentation of a valid invoice.

The invoice must always make clear reference to the project and its code.

29.5 Payments will be made in Euro in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority in the bank identification form, which details are reported below:

Account holder:

Bank Account:

Bic/Swift code:

Account Number / IBAN:

The invoices shall be addressed to:

CIHEAM - Mediterranean Agronomic Institute of Bari

Via Ceglie, 9 - 70010 Valenzano (BA)

Fiscal Code 93047470724

Addresses: contab@iamb.it; dpalermo@iamb.it; martucci@iamb.it

**Article 30 Financial guarantee**

Financial guarantee is not required.

**Article 40 Settlement of disputes**

Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be settled by way of arbitration, under article 19 of the Supplementary Agreement signed in Rome on March 18, 1999, between the CIHEAM and the Government of the Italian Republic, relevant to the privileges and immunities of CIHEAM in Italy, ratified by the law no.159 of May 26, 2000.

**Article 42 Data protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[4]](#footnote-4) and as detailed in the specific privacy statement published at ePRAG.

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1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card, passport or equivalent document number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. OJ L 205 of 21.11.2018, p. 39. [↑](#footnote-ref-4)