

DRAFT GLOBAL SERVICE CONTRACT - ALF/ICP/2021/3/...

This contract was issued between:

Contracting authority:

Anna Lindh Euro-Mediterranean Foundation for the Dialogue between Cultures
 3rd Floor, Conference Building,
 Bibliotheca Alexandrina, El-Chatby
 Alexandria, Egypt

Referred to hereinafter as the “Foundation” (**First Party**)

Contractor:

Name and address of the contractor,

Referred to hereinafter as the “Contractor” (**Second Party**)

The two parties hereto declare that they have legal capacity to issue this contract:

ARTICLE # 1

This contract is done at Alexandria, Egypt with identification number ALF/ICP/2021/3/... (‘the services’). The Contractor shall execute the tasks assigned to him in accordance with the submitted offer (Annex I herewith) and shall assume all the duties of management inherent in supervising the implementation of the contract.

ARTICLE # 2

This contract, established in Euro, is a global price contract. The contract value is EUR <amount>(only Euros)¹, incurred within the duration of implementation specified in article 3.

ARTICLE # 3

The period of this contract is from <date> till <date> or until any later date agreed in writing between the two parties. In case any of the two parties’ desires to terminate this contract before its end, it must notify the other party immediately, unless the reason for termination is related to a serious fault committed by the Contractor.

ARTICLE # 4

Payment will be made in EUR to the Second Party’s bank account details as per Annex II herewith according to the following provisions:

<p>60% Pre-financing:² <i>“upon signature of the contract and submission of payment request to the Foundation.”</i></p>	<p align="center">.....</p>	<p align="center">EUR</p>
<p>40% Balance: <i>“After completion of all tasks stipulated in Annex I within 30 days of the contracting authority receiving a final progress report, subject to approval of that report by the Foundation (reporting template to be notified to the Contractor during the implementation) and submission of payment request to the Foundation for the remaining amount due (template provided in Annex III herewith) accompanied by the.</i></p>	<p align="center">.....</p>	<p align="center">EUR</p>

¹ (This article may include - where relevant - a price breakdown based on outputs/deliverables as indicated in Annex I)

² The contractor is not obliged to ask for pre-financing

Final payment might be totally or partially withheld if the contractual result(s) have not been reached in conformity with the detailed Annex I.

ARTICLE # 5

Sub-contracting is not allowed under this contract

ARTICLE # 6

For communication, 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 and reporting.

<Indicate here the contact persons, addresses of the parties, their other contact details, the documents to provide and the procedure to be used by the parties for communication.>

ARTICLE # 7

The two parties agreed that the Foundation is neither bound to pay any costs related to medication, nor responsible for any accidents or diseases which the staff working on this contract or participants to the activities implemented in the framework of this contract. Moreover, the Contractor is prohibited from requesting any privileges, amounts, or compensations.

ARTICLE # 8

The Contractor shall notify the Contracting Authority without delay -via email- of any change or amendments to the terms of the contract before the intended amendments enters into force. The Contracting Authority shall have the right to oppose the Contractor's request for amendments. The Contracting Authority needs to approve the requested changes.

ARTICLE # 9

The Contractor must also comply with the latest Communication and Visibility Manual for EU External Actions concerning acknowledgement of EU financing of the project. (See https://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions_en), as well as with the ALF Communication Guidelines. (See <https://communication.annalindh.org>)

ARTICLE # 10

The Foundation maintains any rights related to publishing and intellectual property of tasks assigned to the Contractor. The Contractor is prohibited from publishing any material related to the Foundation in any way without prior consent.

ARTICLE # 11

Any dispute arising in relation to this contract has to be settled amicably, and in case of disagreement then the two parties must resort to arbitration through a third party agreed between them. In case of disagreement then the matter will be submitted before a legal consultant in order to settle this dispute and his decision will be considered binding to the two parties.

ARTICLE # 12

Any records related to the implementation of this contract comprising any documentation concerning income and expenditure, necessary for the checking of supporting documents must be kept for a seven years period after the final payment made under the contract. The Contractor shall allow the Contracting Authority, External Audit Bodies assigned by the Foundation, European Commission, the European Anti-Fraud Office and the European Court of Auditors to have access to such records and verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. Copy of all documentation shall be sent to the Contracting Authority upon written request.

ARTICLE # 13

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.

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 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/EC3 and as detailed in the specific privacy statement published at ePRAG.

For the part of the data transferred by the Contracting Authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Cooperation and Development.

(b) the data protection notice is available at:

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A.>]

ARTICLE # 14

Annexes:

Annex I :	Submitted Offer
Annex II:	Financial Identification Form
Annex III:	Payment Request Template

Each party acknowledges receipt of this contract and declares understanding its scope. This contract is done in Alexandria, Egypt in two originals, one for the Contracting Authority and one for the Contractor.

First Party

Second Party

Ms. Cristiana Gaita
Deputy Executive Director ALF

Signature:

Date:

³ OJ L 205 of 21.11.2018, p. 39