**SERVICE CONTRACT FOR <name of IRIS National Coordinator> EXTERNAL ACTIONS**

**<Public procurement No>**

**financed from the <name of IRIS National Coordinator> Budget**

<Full official name of the Contracting Authority>

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

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

<Full official address>

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

 (‘the Contracting Authority’),

of the one part,

and

<Full official name of the Contractor>

[<Legal status/title>][[4]](#footnote-4)

[<Official registration number>][[5]](#footnote-5)

<Full official address>

[<VAT number>],[[6]](#footnote-6)

 (‘the Contractor’)

of the other part,

have agreed as follows:

**PROJECT –** IRIS NETWORKing - CSOs for protection sensitive migration management

CONTRACT TITLE Services of Mentoring Consultant for CSOs

**Tender identification number** \*\*\*\*\*

(1) Subject

1.1 The subject of this Contract are Services of <<Mentoring Consultant for CSOs in Western Balkan countries covered by the project with identification number \*\*\* (‘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 \_\_\_\_\_ EUR.

(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 ToR / Job Description (Annex II)
* IRIS Fact Sheet (Annex III)
* Key Expert (Annex IV)
* Budget (Annex V);
* Legal Entity (Annex VI)
* Organization and Methodology (Annex VII)

**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

Done in English in three originals, two originals 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 Any written communication relating to this Contract between the Contracting Authority and/or the Project Coordinator, on the one hand, and the Contractor on the other must state the Contract title and identification number, and shall be sent by post, fax, e-mail or by hand.

|  |  |
| --- | --- |
| For the Contracting Authority |  |
| **Name:** |  | **Name:** |  |
| **Address:** |  | **Address:** |  |
| **Telephone:** |  | **Telephone:** |  |
| **e-mail:** |  | **e-mail:** |  |

**Article 4 Subcontracting**

 Subcontracting is not allowed.

**Article 7 General Obligations**

7.8 The Contractor shall take the necessary measures to ensure that the CSOs – IRIS Network members are provided with adequate assistance in acquirement of licences for provision of social services (fulfilment of quality standards) and mentoring in overall strategic development of the CSO in question. Additional guidelines, if necessary, will be provided by the Contracting Authority to the Contractor during the contract implementation.

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

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

19.2 The period for implementing the tasks will last from contract signature until \*\*\*.

**Article 26 Interim and Final Reports**

No Interim reports are required.

The Contractor shall submit Final report as specified in the Terms of Reference.

**Article 27 Approval of Reports and Documents**

The Contracting Authority shall approve submitted Final report as specified in the Terms of Reference.

**Article 28 Expenditure verification**

N/A

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

29.1 Payments will be made in accordance with the following option:

|  |  |  |
| --- | --- | --- |
| **Month** |  | **EUR** |
|  | **Single payment, after approval of Final report** | 100% contract value |

29.3 By derogation from Article 29.3 of the General Conditions, once the deadline set in Article 29.1 has expired, the Contractor will not be entitled to late-payment interest.

29.5 By derogation, the payments to the Contractor shall be made within 15 days after receipt by the Contracting Authority of an invoice.

Payment will be executed in Euros (EUR) for all natural or legal persons residing outside <specify country>. Otherwise, payments will be executed in <local currency> counter value applying middle exchange rate of <national bank>, on the date of Invoice.

It is clearly understood that The Contracting Authority does not take any responsibility if any funds paid according to the instructions received on Contractor’s invoice are, for any reason, not credited to Contractor’s account.

**Article 30 Financial Guarantee**

30.1 By derogation from article 30 of the General Conditions, no pre-financing guarantee is required.

**Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the <specify country> in accordance with the national legislation of the state of the Contracting Authority.

\* \* \*

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. Where the contracting party is an individual. [↑](#footnote-ref-4)
5. Where applicable. For individuals, mention their ID card, passport or equivalent document number. [↑](#footnote-ref-5)
6. Except where the contracting party is not VAT registered. [↑](#footnote-ref-6)