# Annex 6

# Draft Contract

Priority Actions Programme Regional Activity Centre, Kraj Sv. Ivana 11, Split, represented by director Željka Škaričić (hereinafter: the CLIENT)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

have concluded the following:

**C O N T R A C T**

**(Number: \_\_\_/202\_\_)**

**I. SCOPE OF THE CONTRACT**

**Article 1**

Based on the conducted simple procurement procedure for Services, registered under the reference number \_\_\_\_\_\_\_\_\_\_\_\_\_\_, the CLIENT has selected Tender of \_\_\_\_\_\_\_\_ sent by the CONSULTANCY PROVIDER, as the most economically advantageous Tender pursuant to the published selection criteria and requirements set out in Request for proposals.

**Article 2**

The scope of the Contract includes services of the National Project Coordinator for the CAMP Israel Project, pursuant to the description of the procurement subject matter and the cost statement from the CONSULTANCY PROVIDER’s Tender, which were both an integral part of the Invitation to Tender.

This contract is based on the Agreement between UNEP and PAP/RAC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Article 3**

The Services that the CONSULTANCY PROVIDER will provide to the CLIENT are described in the Part 2. of the Request for Proposals which is integral part of this Contract.

**Article 4**

The Deliverables and tentative deadlines related to the activities/tasks from this Contract are given in the table below:

|  |  |
| --- | --- |
| **Deliverable** | **Tentative deadline** |
| 1.Inception workshop report | 15 days after the Workshop |
| 2. Report of the Mid-term Conference | 15 days after the Conference |
| 3. Report of the Final Conference | 15 days after the Conference |
| 4. Reports of the Steering Committee meeting | 15 days after the meeting |
| 5. Reports of other meetings | 15 days after the meeting |
| 6. Bi-monthly Progress Reports | 7 days after the bi-month period expires |
| 7. Final integrated report | End December 2023 |

The above-listed deliverables shall be written in English in an electronic form (Word for Windows) apart from Final integrated report that will be prepared in Hebrew and translated in English (by the project).

**II. PRICE**

**Article 5**

The price of services set out in Article 3 and deliverables set out in Article 4 hereof amount to USD \_\_\_\_\_\_\_\_\_ without VAT and price with VAT is USD \_\_\_\_\_\_\_\_\_\_\_\_.

The prices set out in the Tender cost statement of the CONSULTANCY PROVIDER are non-negotiable during the validity of this Contract. An advance payment by the CLIENT is not envisaged.

Transport fees (airplane ticket) and accommodation expenses related to this Contract (if any) are not included in the contracted amount and will be covered by the Client as an additional expense.

**III. PAYMENT METHOD**

**Article 6**

The CONSULTANCY PROVIDER shall issue invoices on a bi-monthly basis during the entire duration of the project, payable upon the submission of the bi-monthly progress report and outputs for which the CONSULTANCY PROVIDER is responsible, and their validation by UNEP/MAP (PAP/RAC). The payments will be done in equal amounts.

The CLIENT shall pay the issued invoices within 30 days of their receipt, to the CONSULTANCY PROVIDER’s IBAN \_\_\_\_\_\_\_\_\_\_\_\_ at the \_\_\_\_\_\_\_\_\_\_ Bank, SWIFT no. \_\_\_\_\_\_\_ for the realised Deliverables set out in Article 4.

**IV. CONTRACT VALIDITY**

**Article 7**

This contract will become effective upon its signature by both sides and will end on 30 December 2023, upon finalisation of all the Services from this Contract and submission of the Deliverable set out in Article 4 and clearance by the CLIENT. Submission deadlines will be those as indicated in Article 4 of this Contract.

**V. PLACE OF THE ASSIGNEMENT**

**Article 8**

The duty station during the entire duration of the Project will be in Israel.

**VI. TERMS OF CONTRACT IMPLEMENTATION**

**Article 9**

The CONSULTANCY PROVIDER shall successively perform the Services set out in Article 3 hereof, based on the actual demands and requirements of the CLIENT.

All communication between the CLIENT and the CONSULTANCY PROVIDER shall be done on a regular basis. If the Client requires additional services which have not been defined in the cost statement, but fall under the scope of this Contract, an addendum shall be drawn up.

**Article 10**

The CONSULTANCY PROVIDER is responsible for the overall implementation of all the Services and shall participate in all the project meetings relevant for the implementation of the Services. Involvement of substitutes, unless prior consent of the CLIENT, will be the ground for termination of the Contract.

**VII. DEFECTS AND RECTIFICATION**

**Article 11**

If there are defects in the quality of the provided services, the CLIENT shall notify the CONSULTANCY PROVIDER who will immediately rectify them.

**VIII. CONTRACT TERMINATION**

**Article 12**

In case that the CONSULTANCY PROVIDER fails to deliver the contracted tasks and deliverables by the established deadline through his own fault, the CLIENT may break the contract and demand reparations.

**Article 13**

The CLIENT may terminate the Contract, by not less than thirty (30) days’ written Notice of termination to the CONSULTANCY PROVIDER if, as a result of Force Majeure, the CONSULTANCY PROVIDER is unable to perform tasks for a continuous period of not less than ninety (90) days. In the event of termination for Force Majeure, the CONSULTANCY PROVIDER shall be entitled to be paid for Services satisfactorily and properly performed prior to the effective date of termination in accordance with the Contract.

**Article 14**

The CLIENT has the right to supervise the CONSULTANCY PROVIDER's work and give instructions when appropriate to the nature of the task, and the CONSULTANCY PROVIDER is obliged to enable it. If during the performing of the task the CLIENT establishes that the CONSULTANCY PROVIDER does not follow the contract and that the deliverable, when finished, will be flawed, the CLIENT may warn the CONSULTANCY PROVIDER and give him/her adequate time to get the work in line with the contract obligations.

**Article 15**

Either party may terminate this Contract at any time prior to its expiry date by giving the other party thirty (30) days notice in writing of its intention to do so. In the event that this Contract is terminated by either party prior to its expiry, the CONSULTANCY PROVIDER shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the CLIENT. Additional costs incurred by CLIENT resulting from termination by the CONSULTANCY PROVIDER or resulting from failure by the CONSULTANCY PROVIDER to compete satisfactory performance may be withheld from any amount otherwise due to the CONSULTANCY PROVIDER from CLIENT under this or any other Contract.

**IX. TITLE RIGHTS**

**Article 16**

The CLIENT shall have the right to all property rights, including but not limited to patents, copyrights and trademarks, in material which bears a direct relation to or is made in consequence of the work performed under a CONSULTANCY PROVIDER's contract with CLIENT. At the request of the CLIENT the CONSULTANCY PROVIDER shall do necessary to secure such property rights and to transfer them to CLIENT in compliance with the requirements of the applicable law.

**X. FINAL PROVISIONS**

**Article 17**

The Contracting Parties agree that all potential disputes relating to this Contract shall be settled amicably. In the event that the Contracting Parties fail to settle a dispute in an amicable manner, the relevant court in Split shall have competence for all potential disputes relating to this Contract.

**Article 18**

This Contract has been drawn up in two identical counterparts, one for the CLIENT and one for the CONSULTANCY PROVIDER.

**Article 19**

By signing this Contract, Contracting Parties shall acquire all rights and assume all obligations that fall under its scope.

ON BEHALF OF THE CLIENT: ON BEHALF OF THE CONSULTANCY PROVIDER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_