



Wednesday, 23 June 2010

Carste HOYMAN OLSEN

Turesensgade 35,1
Copenhagen K
Denmar

Ref: Contract with Euromed for EU Funded Project "Labour Market Reform and Workforce Development"

Dear Mr. Olsen,

Please let me thank you for sending us a signed copy of your contract. Furthermore, please find enclosed a copy of your signed contract.

I remain at your disposition should you have questions or concerns in this regard.

With my best regards,

Alejandro Jimenez Garcia
Project Coordinator

CONTRACT

Between:

EUROMED

Euro Mediterranean Networks - Euromed sprl
122, avenue de l'Atlantique
B – 1150 Brussels

Represented by Mr. Jean-François Veneziano, Managing Director

And:

Carsten Høymann Olsen
Turesensgade 35, 1
Copenhagen K
Denmark

1. Objectives of the contract

The object of the contract is the provision of consulting services by Mr. Carsten Høymann Olsen within the EC funded Project “Labour Market Reform and Workforce Development (EuropeAid/128316/C/SER/ME)” in Montenegro. The services of Mr. Olsen (hereafter named: “the consultant”) will be provided according to the Terms of reference of the project and the Technical Proposal related to the Project, which has become essential part of the Service Contract between Euromed and the “The European Community, represented by the European Commission on behalf of and for the account of the beneficiary country (Montenegro)”. The consultant has received a copy of the Terms of Reference and of the relevant parts of the mentioned contract, including the project specifications outlined in the Technical Proposal (and Annexes). The consultant will also act representative of Euromed within this project.

The details of the assignment to be carried out by the consultant include information and directives which will be given to him verbally or in writing by Euromed during the implementation of the contract, within the context of the implementation or the tasks outlined in the Terms of Reference (ToRs) and the Technical Proposal (TP) and might include any other related additional task the consultant and Euromed mutually agree upon.

The consultant will work within the mentioned contract of Euromed in Montenegro and might be required to travel frequently within the country and/or internationally. He will maintain contacts with the Euromed head office, the European Commission, as well as the beneficiary institution(s) of the project and all other experts involved in the projects.

2. Position of the consultant

The position of the consultant is "Key expert 1: Team Leader and Capacity Building Expert". The detailed tasks of the consultant are described in the previous section (and related documents – ToRs, TP).

The consultant shall perform the services with due care, efficiency and diligence, in accordance with the best professional practice.

The consultant shall comply with administrative orders given by the contractor (Euromed).

3. Fees and Working days / contract duration

For each full working day spent on this assignment by the consultant, the amount of 580 EUR will be paid to the consultant, upon reception of an invoice on a monthly basis. The maximum number of working days pre-scheduled is 345 *working days*. The period of execution of the contract starts on June 10th, 2010 (commencement date), and concludes on the acceptance of the project final reports by the EUD and Beneficiary, which is scheduled for 31 January 2012 (project completion). The contract duration and number of working days can be expended upon mutual agreement.

The consultant will be paid on the basis of the period effectively spent by the consultant on this assignment, as shown in his timesheets. The location of the assignment is mainly Podgorica – Montenegro (with possible travel within Montenegro, and internationally).

Euromed will pre-pay or reimburse the consultant for the expense of four (4) personal-use return airline ticket (economy class).

Euromed is not responsible for any revenue declarations concerning social security, tax payments or any fiscal obligations, or any other legal obligations related to the legal framework for professional activity in force under the legislation of Montenegro relevant for the consultant. These are the exclusive responsibility of the consultant. The consultant declares respecting all legal obligations applied in his residence country within this context.

The consultant agrees not to follow any other professional activity (including any non-profit activity) during the working days indicated as such in his timesheets. The non-respect of this requirement is considered as breach of contract.

The consultant agrees to make him/herself available for interview(s) as may be deemed necessary by the contracting authority prior to the award of the project. Euromed agrees to pay for costs related to said interview(s) (travel & accommodation) in accordance with the stipulations of this contract.

4. Travel costs

In addition to this, the consultant is entitled to the reimbursement of inter-city (Montenegro) or pre-payment of international travel cost occurring within the implementation of the contract. In addition to the travel ticket, for each night spent during an assignment outside of the project basis (Podgorica), the consultant will be paid a per diem at the rate published by the EC, current on the date of travel and applicable to the country in which the consultant travels to. The exact per diem rate is dependent on the city and location, and is pre-defined in accordance with the EC. The per diem covers all personal costs such as local transportation, meals, accommodation (see explanation in Manual of Procedures). The per diem rate is subject to regular review by the EC, and will be adapted accordingly upon indication by the Project Manager of the EC.

The consultant is required to present justificative documents for any travel (flight tickets and boarding passes, etc...). These travel costs will be included in the invoices to be presented by the consultant for his services. Only travel tickets which can be demonstrated through justificative documents will be reimbursed.

The consultant has the obligation to keep **all original ticket stubs, boarding passes and travel agency's invoices (including tickets paid for by Euromed)** and present them to Euromed. Non-respect of this obligation can lead to the refusal of reimbursement of the tickets, in which case the travel costs will be deducted from the expert's fee. As an alternative, lumpsum amounts can be agreed upon on a case by case basis (in written) for travel costs between the consultant and Euromed.

The consultant is required to request approval from the Project Manager for project-related travel outside the base city (Podgorica). **The consultant may not confirm or conduct project-related travel prior to receiving written approval** from the Project Manager. Any and all expenses incurred by the consultant, which are the result of travel conducted without prior approval from the Project Manager, will not be reimbursed.

5. Conditions of payment

The consultant is required to present on a monthly basis a valid invoice. The invoice has to include all bank account details (for accounts in EU countries, the IBAN number of the account and the SWIFT/BIC code of the bank). The invoices submitted by the consultant have to clearly indicate the type activity/subject/project/issue of work, as well as the period it refers to. The invoice has to be sent by e-mail to the e-mail address accounting@euromed.be, and in original by mail. It has to be accompanied by a timesheet template of which will be provided to the consultant at project begin. The timesheet, indicating the number of days worked within the project, must be signed by the consultant and approved (by signature) by the EUD and Beneficiary.

The contractor will transfer the payments to the consultant on a monthly basis, upon reception of his invoice and approved timesheet (and possible justificative documents such as travel tickets). The payments will be done within 30 days (the date of transfer order issued by Euromed) upon reception of the invoice and approved timesheets by e-mail (except for the last invoice, see below) Euromed is not responsible for any delays caused / required by the banks to credit the beneficiary account. Should the invoiced amount not be credited within 7 days following expiration of the 30 days payment period, the consultant should inform Euromed by e-mail (accounting@euromed.be)

The amounts invoiced by the consultant must correspond to his actual working days. The total amount to be transferred by Euromed to the consultant during project implementation cannot exceed 95 % of the maximum total contract value. The maximum total contract value is (200.100,00 EUR), calculated on the basis of total maximum fees (580,00 EUR x 345 days). The amount equalling 5 % of total contract value will be paid by Euromed upon reception of written approval of the Final Report by the project beneficiaries.

6. Advance Payment

At project commencement and upon receipt of an invoice from the consultant, Euromed will make an advance payment to the consultant in the amount of 3.000,00 EUR. The advance payment is intended to assist the consultant's cash flow at the onset of the project, given expenses that s/he will incur to establish him/herself in the project base city (Podgorica). The advance payment will be reconciled and deducted from the final payment made to the consultant at the end of the project.

7. **Reports**

The tasks of the consultant include the drafting of all reports as indicated in the ToRs and TP. Upon request of Euromed, the consultant will prepare minutes of all external meetings and submit them to Euromed in due time.

No reports or information may be submitted directly by the consultant to the CFCU and project beneficiaries and/or European Commission (incl. any EC Delegation in third countries) without prior approval of Euromed. The reports (including the draft reports) have to be submitted first to Euromed.

Any divulgation of reports or any other sensitive information or its drafts to any other party than Euromed without its approval is strictly prohibited and considered as breach of contract.

8. **Responsibility and code of conduct**

The consultant takes on full responsibility for his conduct, the quality of his services, the quality of the reports, as well as the covering of any risk involved with this assignment (health insurance, travel, accidents, death, etc.) for which the contractor renounces all responsibility.

The consultant shall at all time act loyally and impartially and as a faithful adviser to Euromed in accordance to the rules and/or code of conduct of his profession as well as with the appropriate discretion. He shall, in particular, refrain from making any public statements concerning Euromed's projects and commercial activities or services without the prior approval of Euromed, and from engaging in any activity which conflicts with his obligations towards Euromed under the contract.

The consultant shall refrain from any relationship which would compromise his independence. If the consultant fails to maintain such independence, Euromed may, without prejudice to compensation for any damage which he may have suffered on this account, terminate the contract forthwith, without giving formal notice thereof.

The consultant shall remain responsible for any breach of his obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract.

For the period of execution of the contract, the consultant shall obtain medical insurance for himself. Euromed shall be under no liability in respect of medical expenses of the consultant

9. **Confidentiality**

The consultant is bound by a confidentiality clause which commits to respect the secrecy of all information, knowledge of which may be gained during the execution of the assignment, and to refrain from divulging to any parties other than Euromed or from using for personal gain or for that of a third party any document or item of information which would not otherwise have been made public, even after they have ceased to be of relevance to the aforementioned work.

The consultant shall maintain professional secrecy, for the duration of the contract and after completion thereof. Neither the consultant shall at any time communicate to any person or entity any confidential information disclosed to him or discovered by him or make public any information as to the recommendations formulated in the course of or as a result of the services. Furthermore, the consultant shall not make any use prejudicial to Euromed of information supplied to him and the results of studies, tests and research carried out in the course and for the purpose of performs in the contract.

Any document resulting from this contract is the property of Euromed and cannot be used, made public, divulged or presented by the consultant without prior authorisation of Euromed.

The consultant is acting within this assignment as a consultant of Euromed. The consultant is not authorised to promote during this assignment the services of any other organisation or company without prior permission of Euromed.

10. Termination

The consultant and the contractor have the right to terminate the contract at any given time, with a 6 week prior notice.

In the event that the experts' services would be judged by the project beneficiaries or the EC as unsatisfactory, Euromed reserves the right to terminate this agreement without a period of notice and without any remuneration other than for the days actually worked (and approved), in which case all remuneration will be adjusted on pro-rata basis according to the time actually spent.

Euromed may also terminate the contract in any of the following cases where:

- The consultant fails to carry out the services substantially in accordance with the contract
- The consultant fails to comply within a reasonable time with the notice given by Euromed requiring him to make good the neglect or failure to perform his obligations under the contract which seriously affects the proper and timely performance of the services

Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties. The term "force majeure" as used herein shall mean: strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lighting, floods, wash-outs, civil disturbances, explosions and any other similar unforeseeable events beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

11. Collaboration agreement

The consultant agrees to work and to follow-up exclusively with Euromed any possible extension of the present project or any technical Assistance project financed by the EC in Montenegro resulting directly from the present project, on the basis of the same conditions as outlined in the present agreement. The consultant agrees that s/he is not currently and will not become engaged in any other technical assistance project or contract therein which would prevent him or her from fulfilling his/her duties and responsibilities agreed upon herein. In the event that the consultant does not comply with this stipulation, this contract shall take precedence over any other agreement or contract and thus is and shall be the prevailing and legal binding contract.

12. Law


Any legal dispute related to this contract will be presented to the attention of the responsible justice institutions in Brussels, Belgium, and decided under the jurisdiction of Belgian Law.

13. Condition of Acceptance

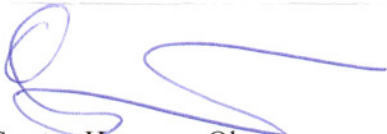
This agreement is enforced upon signature by both parties; however, in the event that the European Union Delegation to Montenegro and the Project Beneficiaries do not approve the candidacy of the Consultant, this contract shall be deemed null and void, relinquishing both the consultant and Euromed of any obligations and responsibilities defined herein.

In duplicate

Annex: Terms of References

Place: *Brussels*
Date: *23/06/2010*


Jean-François Veneziano
EUROMED
Managing Director

Place: *Copenhagen*
Date: *1.07.2010*


Carsten Høymann Olsen
The consultant