



south east european
centre for entrepreneurial
learning

regionalni centar za razvoj
poduzetničkih kompetencija
za zemlje jugoistočne europe

INDIVIDUAL CONSULTANCY CONTRACT FOR SHORT-TERM ASSIGNMENTS (hereinafter referred to as Contract)

BETWEEN:

SOUTH EAST EUROPEAN CENTRE FOR ENTREPRENEURIAL LEARNING

Selska cesta 217 / IV

10000 Zagreb

Croatia

OIB: 05582534195

hereinafter referred to as **"SEECEL"**

AND

LUCIA USURELU

30 Ialoveni street

Chisinau MD2070

Republic of Moldova

hereinafter referred to as **"the Consultant"**

WHEREBY IT HAS BEEN AGREED AS FOLLOWS:

This project is
supported by





south east european
centre for entrepreneurial
learning

regionalni centar za razvoj
poduzetničkih kompetencija
za zemlje jugoistočne europe

SPECIAL CONDITIONS

Article 1 Subject of Contract

1.1.

This contract relates to the provision of services within the framework of the assignment entitled *“Provision of technical assistance to SEECEL in a form of development of training modules for the train the trainers’ activity as well as to assist in defining the criteria for the good practice examples.”*

1.2.

The Contract comprises this Special Conditions and the following annexes:

- Annex A: General Conditions;
- Annex B: Terms of Reference;
- Annex C: Timesheet template;
- Annex D: Invoice template.

1.3.

The above-listed annexes are integral and binding part of the Contract. The Consultant certifies having received a copy of the annexes. In case of any contradiction between the above documents, the provision of the Special Conditions shall prevail.

1.4.

The aforementioned assignment is a part of SEECEL’s project “Women Entrepreneurship – a job creation engine for South East Europe” that is financially supported by the Swedish International Development Cooperation Agency (SIDA), in accordance with agreement signed between SIDA and Regional Cooperation Council (RCC) and between RCC and SEECEL. Subsequently, SEECEL undertook to carry out relevant activities under its own responsibility in compliance with relevant regulations of the European Commission, SIDA and RCC.

This project is
supported by





south east european
centre for entrepreneurial
learning

regionalni centar za razvoj
poduzetničkih kompetencija
za zemlje jugoistočne europe

Article 2 Definition of services & Scope

2.1.

Within the framework of the aforementioned assignment, the Consultant will be engaged to hold the position of Short-term Expert. The details of the requested services, including a description of tasks/methods of implementation and expected outputs/deliverables which may need to be respected by the Consultant, are given in the Term of Reference (Annex B).

2.2.

A maximum of 15 working days are provided for the completion of the tasks. Working days under this contract shall exclude week-ends (Saturdays and Sundays). One working day shall consist of 8 hours. All work associated with the assignment must be completed by the Consultant within the number of working days, specified in the Terms of reference (Annex B). Any claims made by the Consultant in relation to the additional working days needed to complete the assignment shall be discussed and agreed in advance with SEECEL. Hence, the scope of the service provision may be extended by an amendment, subject to the agreement between the parties.

Article 3 Duration and location of the provision of services

3.1.

The aforementioned assignment shall run from 2 May 2016 to 30 April 2018 or until it has been completed. Any changes prolonging this term must be recorded in an addendum between the Consultant and SEECEL.

3.2.

The assignment consists of the home-based missions as well as field missions as specified in the Terms of Reference (Annex B).

This project is
supported by





south east european
centre for entrepreneurial
learning

regionalni centar za razvoj
poduzetničkih kompetencija
za zemlje jugoistočne europe

Article 4 Remuneration of services

4.1.

SEECEL will pay fees at the rates set out below:

Number of working days	Rate (EUR)	Total (EUR)
15	300	4,500

Payments shall be made in EUR/ in HRK for Croatia as per middle exchange rate of the Croatian National Bank as applied on the day of payment upon receipt and approval of the original supporting documents:

- A duly signed Timesheet;
- An Invoice addressed to SEECEL (Annex D);
- Report

The Consultant shall provide these originals to SEECEL in an organised and well-documented manner. Payment schedule is specified in the Terms of reference (Annex B).

4.2.

In consideration of satisfactory performance of the services, payments will be made within one month of receipt of the aforementioned documents. If the Consultant's performance is rejected in part or in whole by SEECEL, the Consultant commits himself/herself to amend his/her performance/report according to the specifications and within a timeframe given by SEECEL without being entitled to any further payment than that already invoiced to SEECEL. Bank transfer in EUR / in HRK for Croatia as per middle exchange rate of the Croatian National Bank as applied on the day of payment shall be sent to:

Bank name: **Raiffeisen Bank, Romani**

Bank address: **Bd. T. Vladimirescu 3, Bl. C9 (320) Iasi**

Account number (national bank account): **5200122000986611**

Account holder: **LUCIA USURELU**

This project is
supported by





south east european
centre for entrepreneurial
learning

regionalni centar za razvoj
poduzetničkih kompetencija
za zemlje jugoistočne europe

IBAN Code: **RO40RZBR0000060014382736**

SWIFT Code: **RZBR ROBU**

4.3.

All payments shall be exempted from Tax and VAT according to the relevant provisions of the Framework Agreement between SIDA, RCC and SEECEL.

4.4.

Due to the temporary nature of engagement, the Consultant will be responsible and liable for any arrangements as may be necessary to inform and satisfy the statutory requirements of his/her own country of domicile with regard to the payment of any personal income tax, duties, fees, national insurance or other social contributions/other impositions which may become due as a result of earning that the Consultant derives from this engagement. The amount specified under point 4.1. includes all these taxes, duties, fees, national insurance or other social contributions/other impositions. Any such liability for any such payment shall fall on the Consultant.

4.5.

The Consultant shall be responsible for carrying necessary insurances in respect of the performance of the services (e.g. medical insurance abroad, loss or damage, civil liability) and shall not rely on any insurance held by SEECEL. The fees paid in respect of this contract shall be deemed to include any contributions and/or premiums payable for such insurances.

This project is
supported by





south east european
centre for entrepreneurial
learning

regionalni centar za razvoj
poduzetničkih kompetencija
za zemlje jugoistočne europe

Article 5 Reimbursable items: Daily subsistence allowance (DSA)

5.1.

The Consultant will be entitled to the following DSA for each night spent in the countries of:

Location	Maximum number	Rate (EUR)	Maximum (EUR)
SEE region	11	200	2,200

The DSAs provided are set to cover the daily expenses of the Consultant when on assignment more than 100 km away from his/her home base and as such are the lump sum payment to cover all expenses from hotel costs to local costs, attending meetings, taxis and inner-city transport, etc. This also includes visa costs, unless otherwise specified.

5.2.

In consideration of satisfactory performance of the services, relevant payments will be made in EUR / in HRK for Croatia as per middle exchange rate of the Croatian National Bank as applied on the day of payment by bank transfer within one month of receipt of the aforementioned documents (see points 4.1. and 4.2. for relevant details).

Article 6 Reporting

The following reports shall be produced by key experts:

- WG meeting reports (after the WG meetings/two reports in total)
- Interim report (October/November 2016) with preliminary findings that will present work progress, intermediary findings and indicative conclusions both on training modules development and on development of criteria for good practice examples
- Final report (by end of January/beginning of February 2018) that should consist of detailed presentation of the results, key findings and conclusions. All supporting documents / detailed analytical working materials should be enclosed to the Final report.

SEECEL will provide comments on each report and experts will address those comments, liaising closely with relevant staff members of SEECEL.

This project is
supported by





south east european
centre for entrepreneurial
learning

regionalni centar za razvoj
poduzetničkih kompetencija
za zemlje jugoistočne europe

Reports shall be submitted in English. They will undergo a quality check from a language point of view and where relevant, the experts will be required to improve the English language before sending final versions to SEECEL.

Article 7 Termination

7.1.

SEECEL may terminate this Agreement forthwith by notice in writing if the Consultant:

- is in breach of the terms of this Contract (including the provision of the General Conditions – Annex A) which, in the case of a breach capable of remedy, shall not be remedied by the Consultant within 14 days of receipt by the Consultant of a notice from SEECEL or its agents specifying the breach and requiring its remedy;
- fails or refuses to provide to the reasonable satisfaction of SEECEL the services reasonably and properly required hereunder;
- is incompetent, guilty of non-professional conduct or is negligent in the provision of services hereunder.

7.2.

SEECEL may terminate this Contract forthwith by notice in writing if the SIDA and/or RCC terminates or materially varies the agreement signed between SIDA and RCC and between RCC and SEECEL.

7.3.

This Agreement is made on the condition, verbally confirmed by the Consultant, that the Consultant has no medical condition that can reasonably be anticipated to adversely affect the fulfilment of his specified duties over the time scale of the Contract. The Consultant may terminate this Contract immediately for reasons of ill-health or force majeure. In other cases, the Consultant may terminate this contract forthwith by notice in writing.

7.4.

In the event of termination, the Consultant shall submit all reports and milestones / deliverables required by SEECEL and the General Conditions (Annex A) for the services

This project is
supported by





south east european
centre for entrepreneurial
learning

regionalni centar za razvoj
poduzetničkih kompetencija
za zemlje jugoistočne europe

performed up to date of the termination of the Contract. The Consultant shall be only entitled to payments for these services which were performed before the date of the termination of the Contract and which were accepted by SEECEL.

Article 8 Settlements of disputes and Applicable law

The parties agree to endeavour to settle amicably any dispute arising from the execution of the aforementioned assignment. In the absence of an amicable settlement, any dispute or difference arising out of or in connection with this Contract shall be determined in accordance with the Law of the Republic of Croatia, in the competent Courts of Zagreb.

Article 9 Date of effectiveness

This contract shall come into full force and effect on 2 May 2016 and last until 30 April 2018 or until the assignment has been completed.

Article 10 Amendments

Any amendments to this Contract must be agreed in writing and concluded on the same terms as the original Contract.

Executed in Zagreb, in duplicate, each of the parties hereby stating that has received his copy.

Date: 2 May 2016

SEECEL

Efka Heder
SEECEL Director

The Consultant

Lucia Usurelu

This project is
supported by

