

CONSULTANCY CONTRACT

Date: Reggio Emilia, 20/04/2017

Between

IFOA - Istituto Formazione Operatori Aziendali, having their head office in Via Gianna Giglioli Valle 1
1,
42123, Italy represented by Mr Umberto Lonardoni, in the position of Director General

and

Carsten H Olsen Turesensgade 35, 1 th
1368 Copenhagen K
Denmark
Mob: (+45) 20 88 66 56)
Carsten.olsen@msn.com

it is agreed the following:

Project Title	EuropeAid/138220/DH/SER/AL Monitoring and communication of the Programme — Employment and Skills	SBS
Independent Consultant (herein after "the Consultant")		
Position in the Project	Key expert 2: Expert on Labour Market and Employment Ifoa Project	
Code	IALOI	
Ifoa Project Manager	Arsonela Sorra	
Project Team Leader	Oliver Deasy	
Assignment Expected Duration	57,5 working days	
Contract time schedule	From 14/05/2018 to 09/04/2020	

Location	Albania
Fee Rate and conditions	xxxx per working day, all-inclusive
Daily Subsistence allowances and travel expenses	Included in the rate above.
Reimbursement	<p>4 (four) return flight in economy to Tirana will be reimbursed to the consultant by IFOA. The maximum cost for a return flight is of 500 € per flight.</p> <p>Travel costs and subsistence allowances for business trips to be undertaken as part of the Main Contract from the base of operations in the beneficiary country will be paid by the project Incidental Expenditures budget. Reimbursement will be released against the submission of an invoice/request for payment together with the original supporting document (ticket etc).</p>
Other provisions	<p>Saturday, Sunday and Official Holidays in Albania are not considered as working days unless written prior authorization is obtained from the EU Delegation to Albania to consider some holidays and weekends as working days.</p> <p>Time sheets must indicate the days worked, the number of hours worked per day (not less than 7 hours a day) and the activities carried out each day.</p>
Main Duties	<p>The consultant will be involved as Key Expert on Labour Market and Employment and will be responsible for the monitoring of the performance indicators and policy development related to Labour Market and Employment:</p> <p>The Consultant will cooperate with the Team Leader, the project staff, the team of International and Local experts;</p> <p>The Consultant will co-operate and establish working relations with the EU Delegation, the national authorities, target groups and stakeholders;</p> <p>The consultant will work with the Albanian stakeholders and with the EU Delegation in Tirana and provide her contributions in order to:</p> <ul style="list-style-type: none"> • Monitor the progress of the Government of Albania in the implementation of the National Employment and Skills Strategy (NESS) 2014 -2020. • Advise the Contracting Authority (EU Delegation to Albania) on the compliance with each of the eligibility criteria and include a recommendation letter on whether and how much shall be disbursed from the 1st and each instalment. • Ensure regular monitoring of the implementation of the Sector Budget Support programme on Employment, in Albania

Consultancy Contract – Mr Carsten Hoymann Olsen – Key Expert 2: Expert on Labour Market and Employment
EuropeAid/138220/DH/SER/AL

- Analyse whether the conditions for payment have been fulfilled and assess the compliance for each performance indicator (fixed and variable ones) based on evidence and include recommendation on whether and how much should be disbursed per performance indicator
 - Prepare and implement jointly with EU Delegation and Albanian stakeholders a visibility and communication plan on the EU Sector Budget Support to the NESS.
- Organise and animate policy dialogue including within the IPMG / thematic groups for the sector on the occasion of each mission's debriefing

The consultant will contribute to the Inception Report and the reports as described in the TOR and the Technical Proposal;

The consultant will report and direct the results of her activities to the Team Leader Mr. Oliver Deasy.

These activities and any other necessary inputs requested from or agreed with the Consultant shall be delivered in compliance with the project ToRs, the instructions given by the Team Leader and the EU Delegation Project Manager.

The consultant will refer to Ifoa Project Manager, directly and exclusively for all contractual matters.

The annexes forming an integral part of this agreement are:

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|----------|--|
| Annex A: | Consultancy Contract Conditions |
| Annex B: | General Conditions for Service Contracts for External Actions financed by the European Union (.pdf document) |
| Annex C: | Project Terms of Reference (.pdf document) |
| Annex D: | Technical Proposal (.pdf document) |
| Annex E: | Timesheet template |

Annex A: Consultancy Contract Conditions

1. Assignment execution modalities

The services covered by this engagement will be performed in a professional manner appropriate to consulting work of this nature.

The Consultant is expected to carry out the tasks set out to high professional standards and avoid any actions that would represent Ifoa negatively or prejudice the effective achievement of the objectives of the Contract on which she will be working.

In undertaking his assignment, the Consultant will take it upon herself to organise his mission activities according to the required objectives and to the best of his knowledge according to the nature of the assignment. By explicit agreement between the parties, this contract shall be deemed a self-employed work contract, and shall in no way constitute any legal relationship of subordination to Ifoa as employer.

Nevertheless, while the Consultant is free to organise his working time in order to meet the foreseen objectives and assure the most profitable and full achievement of the expected results, for the sole purpose of fixing the amount (fees) relative to the assignment — as stated in paragraph no. 2 below —, the parties mutually acknowledge that the normal working days and hours will be according to the practice in use in Albania for similar projects. The Main contract foresees 5 working days per week and not less than 7 working hours per day. As far as possible, working days and hours will be adapted to requirements to achieve project objectives.

The Consultant should spend all their working days in the beneficiary country. The working days spent outside the beneficiary' country should be justified and submitted for prior written approval of the EU Delegation to Albania Project Manager and IFOA Project Director.

Travel undertaken by the expert for mobilisation and demobilisation as well as for leave purposes shall not be considered as working days.

The Consultant shall inform the Project Director of the date of arrival and departure and shall abide by the other provisions set out in Art. 16 of the General Conditions for Service Contracts for External Actions financed by the European Union.

Mission dates and durations shall be agreed together with the EU Delegation Project Manager. Any change in dates or duration without prior approval of Ifoa will be considered a breach of contract.

These activities and any other necessary input from his side will be delivered in accordance with the terms related to his mission and the instructions given by the EU Delegation Project Manager.

The Consultant is assumed to be fully knowledgeable on the General Conditions for Service Contracts for External Actions financed by the European Union or by the European Development Fund and agree to operate within these on administrative matters in addition to the technical content thereof relating to the operations of the project.

2. Payment

In consideration of the satisfactory performance of the services Ifoa will pay to the consultant fees in respect of the said services to be calculated at the rate(s) and only under the conditions defined in this Contract.

Payment will be made by bank transfer to an account indicated by the consultant, on submission of the following documents:

- Original invoice for: fees setting out the days actually worked and reimbursement of expenses incurred (where appropriate)
- Original timesheet showing days and hours worked and brief description of daily activities duly signed by the Consultant and countersigned by the EUD Project Manager;
 - A brief mission report;
- Reports (when due) and working papers to be produced according to project Terms of Reference;
- Air ticket stubs or boarding passes (photocopy) or equivalent documents

The consultant shall submit invoices and supporting documents at the end of each mission. Payment will be made within 4 weeks from receipt by Ifoa of the documents listed above.

Personal expenses such as telephone calls during the assignment are deemed to be covered by the consultant within the fees.

The fee is deemed to cover the cost of remuneration, mobilisation and demobilisation travels, daily allowances, visas, personal equipment, leave allowances, profit, taxes, insurance, non-working days and all other costs of whatsoever nature that may be incurred except those specifically provided for in this agreement.

If the consultant is registered for VAT purposes, please ensure that the VAT registration number is clearly shown on any invoices submitted to Ifoa.

Similarly, if the consultant is registered for VAT, it is his responsibility to claim VAT as and at the rate applicable to the services performed. The consultant shall indemnify and repay to Ifoa any costs, fines and penalties incurred as a result of any failure on his part to charge VAT, to apply current rates or to so charge in a timely manner.

3. Legal obligations of the consultant in the host country and in his/her country of residence Due to the temporary nature of the engagement and his self-employed status, the consultant will be responsible and liable for any arrangements as may be necessary to inform and satisfy the statutory requirements of his own country of domicile and of the country where the assignment is carried out with regard to the payment of any personal income tax and national insurance or other social contributions which may become due as a result of earnings she derives from this engagement.

4. Insurance coverage

For the duration of this contract, the consultant will be responsible for covering himself with the insurance policies corresponding to article 13 of the General Conditions for Service Contracts for External Actions financed by the European Union, which include:

- a) accident including travel personal protection: a1) death; a2) permanent disability;
- b) repatriation;
- c) emergency medical expenses overseas, these last ones even if related to accidents or nonindustrial sicknesses;

The consultant will send a written confirmation to IFOA regarding the insurance coverage.

5. Confidentiality obligations and copyright

5.1 Information obtained by the consultant concerning any of Ifoa's activities, irrespective of whether or not they are directly related to the services being performed by him, shall remain confidential between parties and not be divulged to a third party without the prior written consent of Ifoa. The provisions of this paragraph shall survive the term or termination of his engagement.

5.2 Similarly, the services to be performed by consultant shall be exclusive to and for the benefit of Ifoa and she shall not enter into any other arrangement or agreement with the client in relation to this project or with a third party which represents a competitive element to the objectives of his engagement.

5.3 Based on the provision of Article 14 of the General Conditions for Service Contracts for External Actions financed by the European Union, all the reports, documents and materials in general compiled and prepared by the Consultant in the performance of the Contract are the property of the EU and, therefore, the Consultant assigns to the EU the copyright and all the associated rights in such reports, documents and materials. The Consultant shall not use such documents and materials for purposes unrelated to this contract without prior written consent of Ifoa and the EU.

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of the EU, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

6. Contract termination and right of withdrawal

The contract shall terminate within the scheduled deadline upon satisfactory completion of the assignment.

The contract may be terminated by Ifoa, at its own unquestionable discretion, with written notice of 1 month provided to the Consultant.

The contract may be terminated by the Consultant, at his unquestionable discretion, with written notice of 1 month provided to the Ifoa.

Should the Consultant terminate the contract before the completion of the assignment without respecting the 1 month notice, the consultant will pay a penalty equivalent to 15 working days fees as per art. 1382 of the Italian civil code to Ifoa, in addition to any subsequent damages due to the incompleteness of the assignment.

7. Termination for just cause

The contract may also be terminated for just cause, understood as a serious breach of such an extent as to not permit even a temporary continuation of the contractual relationship. In presence of termination for just cause, the contractual relationship will be considered immediately terminated at the moment in which the defaulting party receives notification from the other party of its objection to the breach.

Termination for just cause includes, but is not limited to, the following:

a any material breach by the consultant of the terms of the engagement or

a should the performance of the consultant be deemed unsatisfactory or untenable by Ifoa and/or the financing agents of this project and/or local counterpart of this project or

a should the information provided by the consultant concerning his qualification or experience or character be proved inaccurate in any material way or a any change in dates or duration without prior approval of Ifoa or a omission by the consultant to disclose any known health impediments.

Immediate termination of the contract shall also be effective in the event of the annulment of the main contract with the Contracting Authority.

8. Contract revisions

The period and terms of engagement may be modified by mutual consent between parties and as evidenced in writing.

9. Applicable law and Jurisdiction Court

This contract is governed by Italian law. In particular the parties mutually recognize that this agreement is an autonomous services contract, ruled, as far as not differently disposed by the parties hereby, by arts. 2222-2238 of the Italian Civil Code.

Any dispute will be settled in the Italian Court of Reggio Emilia.

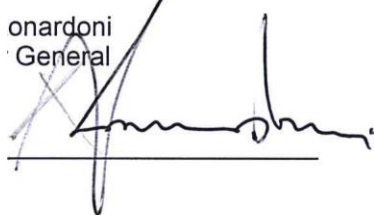
10. Final provisions

This engagement supersedes and replaces any previous engagements or agreements which have existed among parties.

To signify this engagement, 2 originals of this contract are signed by the parties, 1 original is returned to Ifoa at the earliest convenience.

For and on **behalf of: Istituto Formazione Operatori Aziendali** behalf of: Istituto Formazione Operatori Aziendali

Mr onardoni General Umberto Lonar ni
IFOA Director Generale



SIGNATURE

I the undersigned accept the terms a ditions
contained in this document

article 341 of the Italian

SIGNATURE

According to Civil Code, the following clauses are expressly approved:

3. Legal obligations set by the host country and by the Expert country of origin of the expert
4. Insurance coverage
5. Confidentiality obligations and copyright
6. Contract termination and right of withdrawal

SIGNATURE

7. Termination for just cause
9. Applicable law and jurisdiction court

