

## CONTRACT FOR NON - CONSULTING SERVICES

### CONTRACT No. *[insert]*

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *Ministry of National Education and Scientific Research – Unit for the Management of Externally Financed Projects* ("the Client") having its principal place of business at *12 Spiru Haret street, 2<sup>nd</sup> floor, Sector 1, Bucharest, Romania*, and *[insert Provider's name]* ("the Provider") having its principal office located at *[insert Provider's address]*.

WHEREAS, the Client wishes to have the Provider perform the services hereinafter referred to, and

WHEREAS, the Provider is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
  - (i) The Provider shall perform the services specified in Annex A, "Technical Specification Form", which is made an integral part of this Contract ("the Services").
  - (ii) The Provider shall provide the personnel listed in Annex B, "Provider's Personnel," to perform the Services.
- 2. Term**

The Provider shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed in writing by the parties.
- 3. Payment**
  - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Provider an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Provider's costs and profits as well as any tax obligation that may be imposed on the Provider.
  - B. Schedule of Payments

The schedule of payments is specified below:

*[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]*
  - C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Provider of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Provider's bank account *[insert*

*banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

- 4. Project Administration**
  - A. Coordinator.

The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.
- 5. Performance Standards**

The Provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Provider shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Inspections and Auditing**

The Provider shall permit, and shall cause its Sub-Providers to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.
- 7. Confidentiality**

The Providers shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Provider for the Client under the Contract shall belong to and remain the property of the Client. The Provider may retain a copy of such documents and software.
- 9. Insurance**

The Provider will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment**

The Provider shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language**

The Contract shall be governed by the laws of *Romania*, and the language of the Contract shall be *English*.

**12. Dispute  
Resolution<sup>1</sup>**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

**13. Termination**

The Client may terminate this Contract with at least ten (10) working days after written notice to the Provider after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Provider does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Provider becomes insolvent or bankrupt;
- (c) If the Provider, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE PROVIDER

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

## **LIST OF ANNEXES**

Annex A: Technical Specification Form