



SERVICE CONTRACT AGREEMENT

for the project

"Provision of Technical Assistance to the Local Government Service - Ghana"
Europe Aid/131696/D/SER/GH

BETWEEN

Agriconsulting Europe S.A., Avenue de Tervuren 36/21 – 1040 Bruxelles, Belgium
Represented by Mr *Gianluca VEDOVA, Managing Director*

AND

Formez PA
Represented by Carlo Flamment, President

WHEREAS

Agriconsulting Europe S.A, (AESA) Lattanzio e Associati (LeA) and FORMEZ PA, hereinafter referred to as the "Partners" or the "Partner" in the singular, submitted a technical and financial offer for the implementation of a project funded by the European Commission (EC) for the project **"Provision of Technical Assistance to the Local Government Service in Ghana - EuropeAid/131696/D/SER/GH**, hereinafter referred as the "Project"

it is agreed as follows:

Art. 1

All preambles are integral part of the present Contract Agreement, hereinafter referred to as the "Contract".

Art. 2

The objective of the present Contract is the implementation of the Project in accordance with the conditions laid down in the Technical Proposal and the Contract signed between AESA and the National Authorizing Officer (NAO)/Ministry of Finance, Planning and Economic Development (MoFEP), Ghana, hereinafter referred to as the "NAO", on the 17th April 2012 (Copy of the Contract with the NAO and of the ToR in annex).

By signing this Contract - which will automatically decline when all technical and financial commitments relating to the Project have been met - all Partners will formally undertake the commitment to fulfill the Project's objectives.

Art. 3

AESA, the lead firm of the Consortium, will represent the Partners with third parties and especially with the NAO until the end of the Project, when all obligations undertaken with Partners and the NAO will be accomplished.

The Partners shall be jointly and severally liable to the Client under the Contract without affecting the internal relation between the Partners as stipulated in this Agreement.

Art. 4

The rate of participation of the Partners to the Project will be as follows: AESA 60%, Lattanzio e Associati 34% and Formez PA 6%, with each Partner contracting approximately the number of working days proportional (in term of fees value) to the above mentioned rates of participation (see Table 1).



Table 1

ITEM	Unit Rate EURO	Total N. of Units	AESA N. of Units	Formez PA N. of Units	AESA Tot. EURO	Formez PA Tot. EURO	Man. Fee %	Transfer fee Tot. Euro	
A FEES									
Project Team									
Mr. Strangfeld Elgonda Erizema Tanja (Team Leader)	Man days	1049	880	800	-	-	-	-	-
STE Senior	Man days	944,7	300	25	0	23617,5	9	21491,93	Formez PA
STES Junior	Man days	280	160	0	61	0	17080	9	15542,8
									Formez PA
TOTAL									
%			1340	800	86	0	40697,5	37034,73	Formez PA
				60	6				

- Formez will invoice to AESA the value of the fees, as per Table 1 above, deducted of the 9 % management fee for 86 w.d. for the STES (25 w.d. STES Senior + 61 w.d. STES Junior);
- Invoices for the experts will be accompanied by supporting documents as envisaged by the EC procedures and original time sheets countersigned by the Project beneficiary;
- Invoices will be raised on a six monthly basis for any inputs signed off for the Short Term experts for the current invoicing period as per Table 1 above.



Art. 5

AESA will retain a Management Fee of 9 % on the daily fees of the Short Term experts.

Art. 6

Possible sub-contracting shall be previously authorized by AESA, with respect to the EU contracts specifications and the NAO rules.

Art. 7

The Partners undertake to carry out the foreseen technical assistance activities within their competence, to the best of their professional capacity and do also endeavor to maintain a spirit of maximum collaboration. All the related activities will be carried out directly by the Partners.

The Partners shall take adequate insurance coverage for their experts during the execution of the services within the present Project.

Each Partner undertakes to supply the personnel/experts envisaged by the Contract. In case of unavailability of one of the experts proposed, the Partners are responsible to replace such personnel/experts, at their own expenses, with suitable candidates having the same or better qualification. New candidatures have to be approved by the Contract Manager of AESA and submitted to the Project Team Leader for advice before being submitted to the NAO for approval.

In case a Partner is unable to provide qualified and accepted experts for the technical assistance positions envisaged by the Project, the other Partner will be entitled to propose and, if accepted, contract the candidate even if this infringes the repartition of man days as set in Art. 4 of the present Agreement.

Each Partner is solely and directly responsible for his own activities or that of his sub-contractors. In case that one Partner fails to carry out his activities and such unfortunate event will cause a request of damages from the NAO, or from third parties, the responsible Partner should compensate the other party for the caused damages.

Art. 8

Invoices to the NAO in Ghana related to the activities carried out within the Contract in object will be issued by AESA. Payments to Lattanzio e Associati and Formez PA of technical assistance services performed will be made within 15 working days upon receipt of corresponding payments from the National Authorising Officer in Ghana. The payment sharing will be done in accordance to Art. 4 and 5.

Alternatively, provided that what is established in the previous part of the Art.8 still holds, the Partner may ask, when due, every six-months, the payment of the overall fees relevant to the expired six month period.

Art. 9

If a Partner goes bankrupt, he, after declaring it by a written communication, can't continue the activities as designed by the Contract. In such case, all uncompleted activities will be assigned to another Partner, who will complete them and receive the relevant payments

AESA will keep the Partners duly informed of the course of the Project and, specially, but not exclusively, in all concerning acceptance of inception, interim and final reports, modifications to the Contract with National Authorising Officer and effectiveness of payments from National Authorising Officer.

Art. 10

Payments to Formez PA will be made within 15 working days upon receipt of corresponding payments from the National Authorising Officer in Ghana (six monthly payments as per the Contract with the NAO) and provided that Partners invoices are submitted to AESA.



Art. 11

The Partners undertake to consider as strictly confidential all information and documents that come to their knowledge during the Project execution. Moreover, the Partners are bound to secrecy to all involved parties concerning Contract matters.

Art. 12

In the eventuality of any extension that can derive from the execution of the Project, the Partners agree to jointly execute it. Such extension will be governed by the same principles as the present Agreement.

Art.13

Each Partner shall be aware of the EC general conditions of contract as well as of the special conditions applicable to the execution of the Project and provide each part of the services in conformity with said conditions.

Art. 14

In the event of a cancellation or termination of the Project in whole or in part by the NAO, each Partner shall bear the costs and losses incurred by it as a result thereof in respect of its Scope of Services.

Any damages payable to the NAO due to such cancellation or termination shall be shared by the Partners as follows:

- the Partner in default shall pay the entire amount of the damages actually payable to the NAO
- if more than one Partner is responsible for the cancellation or termination of the Contract, the amount of damages payable to the NAO shall be divided in proportion to the default of each of the Partners or, if such division is not possible to make, in proportion to their respective proportionate shares.

In the event of a termination of the Project in whole or in part by the NAO without default on the part of the Partners each Partner shall bear the costs and losses incurred by it as a result thereof in respect of its scope of services.

Art. 15

The present Contract is regulated by the Belgian Law.

Art. 16

Disputes that may arise from the implementation of the activities governed by the present Contract and that cannot find an amicable solution, will be settled by a court of three Arbitrators according to the International Commercial Chamber rules.

The seat of the arbitration will be Brussels and the applicable law will be the Belgian Law.

Art. 17

The present Contract will end the 16th of April 2016.

Signed in Brussels on 07th June 2012

Agriconsulting Europe S.A.

Represented by Mr Gianluca Vedova, Managing Director

Formez PA

Represented by

Carlo Flammet, President

Centro Servizi Assistenza

Studi e Formazione per

l'Ammodernamento delle P.A.


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