



SERVICE CONTRACT

BETWEEN

THE ITALIAN AGENCY FOR DEVELOPMENT COOPERATION - YANGON OFFICE

REPRESENTED BY THE DIRECTOR ING. WALTER ZUCCONI,

41-27, INYA MYAING, SHWE TAUNG GONE, BAHAN TOWNSHIP, YANGON, MYANMAR

('the contracting authority'),

of the one part,

AND

WINCOM WORKFORCE SOLUTIONS CO. LTD

(HEREINAFTER REFERRED AS THE "CONTRACTOR")

REPRESENTED BY KSHITIJ CHAUDHARY

ADDRESS: No. 43/44, MMM BUILDING, STRAND ROAD, AHLONE TOWNSHIP, YANGON,
MYANMAR

COMPANY REGISTRATION N.: 102426169

('the contractor')

of the other part,

have agreed as follows:

PROJECT: "FONDO UNICO per l'assistenza tecnica ai partner locali (MY-CTAF)" - AID
11758" - Cluster Fund for Technical Assistance





CONTRACT TITLE:

Service of Outsourcing of 2 Technical and Administrative Staff to support the Italian Agency for Development Cooperation – Yangon Office

Identification number CIG (BID CONTRACT IDENTIFICATION): **ZB62C7B49E**

(1) Subject

- 1.1 The subject of this contract is the Service of Outsourcing of 2 Technical and Administrative Staff to support the Italian Agency for Development Cooperation – Yangon Office, done in Myanmar with identification number <CIG **ZB62C7B49E**> (“the services”).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

(2) Contract value

This contract, established in [Euro], is a global price contract. The contract value is [Euro] 13.984 (thirteen thousand and nine hundred and eighty-four EURO).

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;
- the special conditions;
- the general conditions (Annex I);
- the terms of reference (Annex II)
- the organisation and methodology (Annex III);
- Budget (Annex IV);
- specified forms and other relevant documents (Annex VI, Financial Identification and Legal Entity).

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

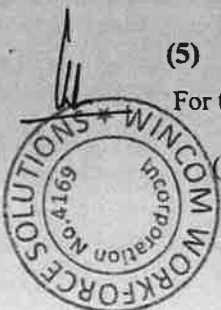
(4) Language of the contract

The language of the contract shall be English. The language of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

(5) Other specific conditions applying to the contract

For the purpose of Article 42 of the General Conditions,

- (a) the data protection notice is available at <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>.



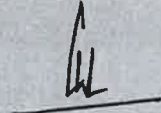


Done in English in three originals: [two] originals for the contracting authority and one original for the contractor.

For the contractor

Name: Mr. KSHITIJ CHAUDHARY

Title: DIRECTOR

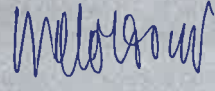
Signature: 

Date: 29. APR. 2020

For the contracting authority

Name: Walter Zucconi

Title: Director

Signature: 

Date: 29. APR. 2020





SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the Articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

Article 2 Communications

2.1 Any official communication from the contractor concerning this Contract shall be written in English and shall be addressed to: Italian Agency for Development Cooperation (AICS) – Yangon Office, 41-27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar OR yangon@pec.aics.gov.it

Any official communication from the contracting authority concerning this Contract shall be written in English and shall be addressed to: kc@wincomsolution.com

Article 7 General obligations/

7.8 The Contractor is committed to work with the Contracting Authority, through regular contacts, to ensure full visibility of AICS and the Government of Italy with the Central and Local Institutions, as well as with International Agencies and the Donors community.

Article 13 - Insurance

13.2 By derogation from Article 13.2 a) of the general conditions, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be the date 01/05/2020.

19.2 The period for implementing the tasks is 8 months from the start date.

Article 28 Expenditure verification

28.2 The expenditure verification(s) referred to in the general conditions shall be carried out by AICS Yangon Administrative Office.

Article 29 Payment and interest on late payment

29.1 Payments shall be made in accordance with the following the option:

Month		[EUR]
June 2020	LUMP SUM (Medical check-up + insurance + outsourcing/management of the contract for May 2020)	4.338,00 EURO





July 2020	LUMP SUM (outsourcing/management of the contract for June 2020)	1.378,00 EURO
August 2020	LUMP SUM (outsourcing/management of the contract for July 2020)	1.378,00 EURO
September 2020	LUMP SUM (outsourcing/management of the contract for August 2020)	1.378,00 EURO
October 2020	LUMP SUM (outsourcing/management of the contract for September 2020)	1.378,00 EURO
November 2020	LUMP SUM (outsourcing/management of the contract for October 2020)	1.378,00 EURO
December 2020	LUMP SUM (outsourcing/management of the contract for November 2020)	1.378,00 EURO
End of contract	Forecast balance (outsourcing/management of the contract for December 2020)	1.378,00 EURO
	Total	maximum contract value: 13.984 EURO

The actual amounts payable shall be based on the contractor's invoice accompanied by relevant documents showing the gross cost and detailing the net salary paid to the 2 External National Consultants with their signature, taxes, insurances and the relevant management fee. Each invoice shall be dated, stamped and signed by the Service Provider and expressed in Euro currency only. Relevant evidences of payments (net salary bank transfers to the External Consultants, taxes and social insurance payment etc.) related to the submitted invoice must be attached.

Submitted invoices are subject to approval of the reports in accordance with Article 27 of the general conditions.

- 29.5 Payments shall be made in EURO in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

Article 30 Financial guarantee

- 30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

Article 40 Settlement of disputes

- 40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Rome, Italy, in accordance with the national legislation of the state of the contracting authority.





Article 42 Data Protection

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.
2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In-cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC¹ and as detailed in the specific privacy statement published at e PRAG.

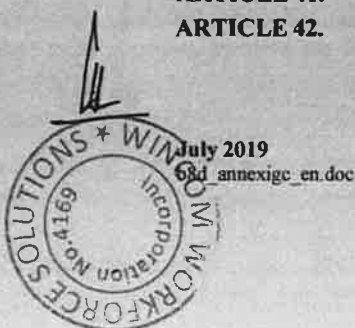
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ANNEX I:
 GENERAL CONDITIONS FOR SERVICE CONTRACTS FOR
 EXTERNAL ACTIONS FINANCED BY THE EUROPEAN UNION OR BY THE
 EUROPEAN DEVELOPMENT FUND

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PRELIMINARY PROVISIONS

ARTICLE 1. DEFINITIONS

- 1.1. The headings and titles in these general conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3. The word "country" shall be deemed to include State or Territory.
- 1.4. Words designating persons or parties shall include firms, companies, and any organisation having legal capacity.
- 1.5. The definitions of the terms used throughout these general conditions are laid down in the "Glossary of terms", Annex A1a to the practical guide, which forms an integral part of the contract.

ARTICLE 2. COMMUNICATIONS

- 2.1. Unless otherwise specified in the special conditions, any written communication relating to this contract between the contracting authority or the project manager, and the contractor shall state the contract title and identification number, and shall be sent by post, facsimile transmission, e-mail or personal delivery to the appropriate addresses designated by the Parties for that purpose in the special conditions.
- 2.2. If the sender requires evidence of receipt, it shall state such requirement in its communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of its communication.
- 2.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "consent", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.
- 2.4. Any oral instructions or orders shall be confirmed in writing.

ARTICLE 3. ASSIGNMENT

- 3.1. An assignment shall be valid only if it is a written agreement by which the contractor transfers its contract or part thereof to a third party.
- 3.2. The contractor shall not, without the prior consent of the contracting authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
 - (a) a charge, in favour of the contractor's bankers, of any monies due or to become due under the contract; or
 - (b) the assignment to the contractor's insurers of the contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the contractor's loss or liability.
- 3.3. For the purpose of Article 3.2, the approval of an assignment by the contracting authority shall not relieve the contractor of its obligations for the part of the contract already performed or the part not assigned.



- 3.4. If the contractor has assigned the contract without authorisation, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.
- 3.5. Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

ARTICLE 4. SUBCONTRACTING

- 4.1. A subcontract shall be valid only if it is a written agreement by which the contractor entrusts performance of a part of the contract to a third party.
- 4.2. The contractor shall request to the contracting authority the authorisation to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. The contracting authority shall notify the contractor of its decision, within 30 days of receipt of the request, stating reasons should it withhold such authorisation.
- 4.3. No subcontract creates contractual relations between any subcontractor and the contracting authority.
- 4.4. The contractor shall be responsible for the acts, defaults and negligence of its subcontractors and its experts, agents or employees, as if they were the acts, defaults or negligence of the contractor, its experts, agents or employees. The approval by the contracting authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the services shall not relieve the contractor of any of its obligations under the contract.
- 4.5. If a subcontractor is found by the contracting authority or the project manager to be incompetent in discharging its duties, the contracting authority or the project manager may request the contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the contracting authority as a replacement, or to resume the implementation of the tasks itself.
- 4.6. Subcontractors shall satisfy the eligibility criteria applicable to the award of the contract. They shall not fall under the exclusion criteria described in the tender dossier and the contractor shall ensure that they are not subject to EU restrictive measures.
- 4.7. Those services entrusted to a subcontractor by the contractor shall not be entrusted to third parties by the subcontractor, unless otherwise agreed by the contracting authority.
- 4.8. If the contractor enters into a subcontract without approval, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

ARTICLE 5. SUPPLY OF INFORMATION

- 5.1. The contracting authority shall supply the contractor promptly with any information and/or documentation at its disposal, which may be relevant to the performance of the contract. Such documents shall be returned to the contracting authority at the end of the period of implementation of the tasks.
- 5.2. The contracting authority shall co-operate with the contractor to provide information that the latter may reasonably request in order to perform the contract.
- 5.3. The contracting authority shall give notification to the contractor of the name and address of the project manager.



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ARTICLE 6. ASSISTANCE WITH LOCAL REGULATIONS

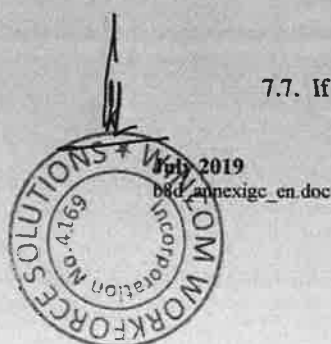
- 6.1. The contractor may request the assistance of the contracting authority in obtaining copies of laws, regulations, and information on local customs, orders or by-laws of the country in which the services are to be performed, which may affect the contractor in the performance of its obligations under the contract. The contracting authority may provide the assistance requested to the contractor at the contractor's cost.
- 6.2. Subject to the provisions of the laws and regulations on foreign labour of the country in which the services have to be rendered, the contracting authority provides reasonable assistance to the contractor, at its request, for its application for any visas and permits required by the law of the country in which the services are rendered, including work and residence permits, for the staff whose services the contractor and the contracting authority consider necessary, as well as residence permits for their families.

OBLIGATIONS OF THE CONTRACTOR

ARTICLE 7. GENERAL OBLIGATIONS

- 7.1. The contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.
- 7.2. The contractor shall comply with any administrative orders given by the project manager. Where the contractor considers that the requirements of an administrative order go beyond the authority of the project manager or of the scope of the contract he shall give notice, with reasons, to the project manager. If the contractor fails to notify within the 30-day period after receipt thereof, he shall be barred from so doing. Execution of administrative order should not be suspended because of this notice.
- 7.3. The contractor shall supply, without delay, any information and documents to the contracting authority and the European Commission upon request, regarding the conditions in which the contract is being executed.
- 7.4. The contractor shall respect and abide by all laws and regulations in force in the partner country and shall ensure that its staff, their dependents, and its local employees also respect and abide by all such laws and regulations. The contractor shall indemnify the contracting authority against any claims and proceedings arising from any infringement by the contractor, its employees and their dependents of such laws and regulations.

Contractors must ensure that there is no detection of subcontractors, natural persons, including participants to workshops and/or trainings in the lists of EU restrictive measures.
- 7.5. Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the contractor shall immediately and at its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under the contract. In such event the contractor shall give priority to solving the problem rather than determining liability.
- 7.6. Subject to Article 7.8, the contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the contracting authority. The contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its staff the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the contracting authority, except where the contracting authority declares the contract to be confidential.
- 7.7. If the contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract,



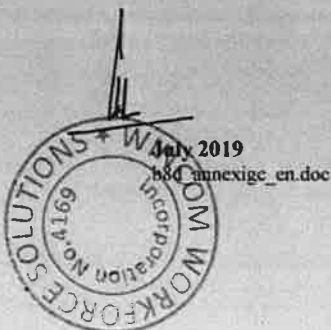
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including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the contracting authority. Any alteration of the composition of the consortium without the prior consent of the contracting authority may result in the termination of the contract.

- 7.8. Save where the European Commission requests or agrees otherwise, the contractor shall ensure the highest visibility to the financial contribution of the European Union. To ensure such publicity the contractor shall implement among other actions the specific activities described in the special conditions. All measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission.
- 7.9. Any records shall be kept for a 7-year period after the final payment made under the contract as laid down in Article 24. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips or invoices for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

ARTICLE 8. CODE OF CONDUCT

- 8.1. The contractor shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of the contracting authority. It shall not commit the contracting authority in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.
- 8.2. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other form of intimidation shall be prohibited. The contractor shall also provide to inform the contracting authority of any breach of ethical standards or code of conduct as set in the present Article. In case the contractor is aware of any violations of the abovementioned standards, he shall report it in writing within 30 days to the contracting authority.
- 8.3. The contractor and its staff shall respect human rights, applicable data protection rules and the environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.
- 8.4. The contractor or any of its subcontractors, agents or staff shall not abuse of its entrusted power for private gain. The contractor or any of its subcontractors, agents or staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The contractor shall comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption.
- 8.5. The payments to the contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.



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8.6. The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The contracting authority and the European Commission may carry out documentary or on-the-spot checks they deems necessary to find evidence in case of suspected unusual commercial expenses.

8.7. The respect of the code of conduct set out in the present article constitutes a contractual obligation.

Failure to comply with the code of conduct is always deemed to be a breach of the contract under Article 34 of the General Conditions. In addition, failure to comply with the provisions set out in the present Article can be qualified as grave professional misconduct that may lead to either suspension or termination of the contract, without prejudice to the application of administrative sanctions including exclusion from participation in future contract award procedures.

ARTICLE 9. CONFLICT OF INTEREST

9.1. The contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests, which may arise during performance of the contract, shall be notified to the contracting authority without delay. In the event of such conflict, the contractor shall immediately take all necessary steps to resolve it.

9.2. The contracting authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The contractor shall ensure that its staff, including its management, is not placed in a situation, which could give rise to conflict of interests. Without prejudice to its obligations under the contract, the contractor shall replace, immediately and without compensation from the contracting authority, any member of its staff exposed to such a situation.

9.3. The contractor shall refrain from any contact which would compromise its independence or that of its staff.

9.4. The contractor shall limit its role in connection with the project to the provision of the services described in the contract.

9.5. The contractor and anyone working under its authority or control in the performance of the contract or on any other activity may be excluded from access to other EU budget/EDF funds available under the same project. However, if the contractor is able to prove that his involvement in previous stages of the project does not constitute unfair competition, he may participate, subject to the prior approval of the contracting authority.

9.6. Civil servants and other staff of the public administration of the country where the services have to be rendered, regardless of their administrative situation, shall not be recruited as experts unless the prior approval has been granted by the European Commission.

ARTICLE 10. ADMINISTRATIVE SANCTIONS

10.1. Without prejudice to the application of other remedies laid down in the contract, a sanction of exclusion from all contracts and grants financed by the EU may be imposed, after an adversarial procedure in line with the applicable Financial Regulation, upon the contractor who, in particular,

a) is guilty of grave professional misconduct, has committed irregularities or has shown significant deficiencies in complying with the main obligations in the performance of the contract



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or has been circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;

b) is guilty of fraud, corruption, participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years.

10.2. In the situations mentioned in Article 10.1, in addition or in alternative to the sanction of exclusion, the contractor may also be subject to financial penalties up to 10% of the total value of the contract.

10.3. Where the contracting authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the contractor or call on the appropriate guarantee.

10.4. The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the contractor.

ARTICLE 11. SPECIFICATIONS AND DESIGNS

11.1. The contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the contracting authority and taking into account the latest design criteria.

11.2. The contractor shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.

ARTICLE 12. LIABILITIES.

12.1. Liability for damage to services

Without prejudice to Article 30 (financial guarantee) and Article 38 (force majeure), the contractor shall assume (i) full responsibility for maintaining the integrity of services and (ii) the risk of loss and damage, whatever their cause, until the completion of the implementation of the tasks and approval of reports and documents under Articles 26 and 27.

After the completion of the implementation of the tasks, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused to the services by the contractor, its staff, its subcontractors and any person for which the contractor is answerable, during any operation performed to complete any work left, as the case may be, pending or to comply with its obligations under Articles 26 and 27, particularly if the contract is performed in phases.

Compensation for damage to the services resulting from the contractor's liability in respect of the contracting authority is capped at the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable, can in no case be capped.

The contractor shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract, even after approval of the reports and documents, or by default for a period of 10 years.

12.2. Contractor's liability in respect of the contracting authority

At any time, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused during the performance of the services, to the contracting authority by the contractor, its staff, its subcontractors and any person for which the contractor is answerable.



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Compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from the contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

12.3. Contractor's liability in respect of third parties

Without prejudice to Article 14.9, the contractor shall, at its own expense, indemnify, protect and defend, the contracting authority, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter 'claim(s)') arising from any act or omission by the contractor, its staff, its subcontractors and/or any person for which the contractor is answerable, in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

The contracting authority must notify any third party claim to the contractor as soon as possible after the contracting authority becomes aware of them.

If the contracting authority chooses to challenge and defend itself against the claim(s), the contractor shall bear the reasonable costs of defense incurred by the contracting authority, its agents and employees.

Under these general conditions, the agents and employees of the contracting authority, as well as the contractor's staff, its subcontractors and any person for which the contractor is answerable are considered to be third parties.

12.4. The contractor shall treat all claims in close consultation with the contracting authority

12.5. Any settlement or agreement settling a claim requires the prior express written consent of the contracting authority and the contractor.

ARTICLE 13. MEDICAL, INSURANCE AND SECURITY ARRANGEMENTS

13.1. Medical arrangement

The contracting authority may condition the performance of the services to the production, by the contractor, of a recent medical certificate attesting that the contractor itself, its staff, its subcontractors and/or any person for which the contractor is answerable, are fit to implement the services required under this contract.

13.2. Insurance – general issues

- a) At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.
- b) At the latest together with the return of the countersigned contract, the contractor shall provide the contracting authority with all cover notes and/or certificates of insurance showing that the contractor's obligations relating to insurance are fully respected. The contractor shall submit without delay, whenever the contracting authority or the project manager so requests, an updated version of the cover notes and/or certificates of insurance.

The contractor shall obtain from the insurers that they commit to personally and directly inform the contracting authority of any event likely to reduce, cancel or alter in any manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The contracting authority reserves the right to indemnify the insurer in case



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the contractor fails to pay the premium, without prejudice to the contracting authority's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

- c) Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of the contracting authority, its agents and employees.
- d) The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities.
- e) The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the contracting authority.
- f) The contractor shall ensure that its staff, its subcontractors and any person for whom the contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its staff, its subcontractors or any person for which the contractor is answerable, the contractor shall indemnify the contracting authority from all consequences resulting therefrom.
- g) Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the services are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.
- h) The contracting authority shall not bear any liability for the assessment and adequacy of insurance policies taken out by the contractor with its contractual and/or statutory obligations.
- i) In any event, the contractor shall take out the insurance referred to below.

13.3. Insurance – Specific issues

- a) The contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.
- b) The contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are covered by an insurance policy covering, in addition to the possible intervention of any statutory insurance:
 - i. all medical expenses, including hospital expenses;
 - ii. the full cost of repatriation in case of illness, accident, or in the event of death by disease or accident;
 - iii. accidental death or permanent disability resulting from bodily injury incurred in connection with the contract.

In the absence of adequate insurance, the contracting authority may bear such costs to the benefit of the contractor itself, its staff, its subcontractors and any person for which the contractor is answerable. This bearing of the costs by the contracting authority shall be subsidiary and may be claimed against the contractor, its subcontractors and any person who should have taken out this insurance, without prejudice to the compensation of the contracting authority's possibly resulting damage.

- c) The contractor shall take out insurance policies providing coverage of the contractor itself, its staff, its subcontractors and any person for which the contractor is answerable, in case of an accident at work or on the way to work. It shall ensure that its subcontractors do the same. It indemnifies the contracting authority against any claims that its employees or those of its subcontractors could have in this regard. For its permanent expatriate staff, where appropriate,



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the contractor shall in addition comply with the laws and regulations applicable in the country of origin.

- d) The contractor shall also insure the personal effects of its employees, experts and their families located in the partner country against loss or damage.

13.4. Security arrangements

The contractor shall put in place security measures for its employees, experts and their families located in the partner country commensurate with the physical danger (possibly) facing them.

The contractor shall also be responsible for monitoring the level of physical risk to which its employees, experts and their families located in the partner country are exposed and for keeping the contracting authority informed of the situation. If the contracting authority or the contractor becomes aware of an imminent threat to the life or health of any of its employees, experts or their families, the contractor must take immediate emergency action to remove the individuals concerned to safety. If the contractor takes such action, he must communicate this immediately to the project manager and this may lead to suspension of the contract in accordance with Article 35.

ARTICLE 14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

14.1.A 'result' shall be any outcome of the implementation of the contract and provided as such by the contractor.

14.2. The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the contract, shall be irrevocably and fully vested to the contracting authority from the moment these results or rights are delivered to it and accepted by it. The contracting authority may use them as it sees fit and in particular may store, modify, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit.

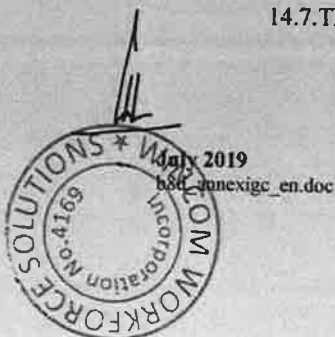
14.3. For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the contractor to the contracting authority.

14.4. The above vesting of rights in the contracting authority under this contract covers all territories worldwide and is valid for the whole duration of intellectual or industrial property rights protection, unless stipulated otherwise by the contracting authority and the contractor.

14.5. The contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. If the contracting authority so requires, the contractor shall provide exhaustive proof of ownership or rights to use all necessary rights, as well as, of all relevant agreements of the creator(s).

14.6. All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, computations, databases format and data, software and any supporting records or materials acquired, compiled or prepared by the contractor in the performance of the contract, as well as, any outcome of the implementation of the contract, shall be the absolute property of the contracting authority unless otherwise specified. The contractor shall, upon completion of the contract, deliver all such documents and data to the contracting authority. The contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the contract without the prior consent of the contracting authority.

14.7. The contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained by the contractor in the course of the contract for purposes other than its performance, without the prior consent of the contracting authority.



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- 14.8. By delivering the results, the contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that it possesses the relevant rights or powers to execute the transfer. It also warrants that it has paid or has verified payment of all fees including fees to collecting societies, related to the final results.
- 14.9. The contractor shall indemnify and hold the contracting authority harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the contracting authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trade-marks, except where such infringement results from compliance with the design or specification provided by the contracting authority.

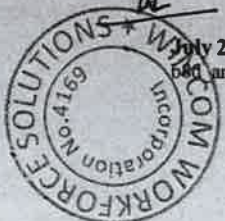
NATURE OF THE SERVICES

ARTICLE 15. THE SCOPE OF THE SERVICES

- 15.1. The scope of the services is specified in Annex II and Annex III.
- 15.2. Where the contract is for an advisory function for the benefit of the contracting authority and/or project manager in respect of all the technical aspects of the project, which may arise out of its implementation, the contractor shall not have decision-making responsibility.
- 15.3. Where the contract is for management of the implementation of the project, the contractor shall assume all the duties of management inherent in supervising the implementation of a project, subject to the project manager's authority.
- 15.4. If the contractor is required to prepare a tender dossier, the dossier shall contain all documents necessary for consulting suitable contractors, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The contracting authority shall provide the contractor with the information necessary for drawing up the administrative part of the tender dossier.

ARTICLE 16. STAFF

- 16.1. For fee-based contracts, without prejudice to paragraph 4 of this Article, the contractor must inform the contracting authority of all staff which the contractor intends to use for the implementation of the tasks, other than the key experts whose CVs are included in Annex IV. Annex II and/or Annex III shall specify the minimum level of training, qualifications and experience of the staff and, where appropriate, the specialisation required. The contracting authority shall have the right to oppose the contractor's choice of staff.
- 16.2. All those working on the project with the approval of the contracting authority shall commence their duties on the date or within the period laid down in Annex II and/or Annex III, or, failing this, on the date or within the periods notified to the contractor by the contracting authority or the project manager.
- 16.3. Save as otherwise provided in the contract, those working on the contract shall reside close to their normal place of posting. Where part of the services is to be performed outside the partner country, the contractor shall keep the project manager informed of the names and qualifications of staff assigned to that part of the services.
- 16.4. The contractor shall:
- forward to the project manager within 30 days of the signature of the contract by both parties, the timetable proposed for placement of the staff;
 - inform the project manager of the date of arrival and departure of each member of staff;



- (c) submit to the project manager for its approval a timely request for the appointment of any non-key experts.

16.5. The contractor shall provide its staff with all financial and technical means needed to enable them to carry out their tasks described under this contract efficiently.

16.6. No recruitment of an expert by the contractor can create contractual relations between the expert and the contracting authority.

ARTICLE 17. REPLACEMENT OF STAFF

17.1. The contractor shall not make changes to the agreed staff without the prior approval of the contracting authority. The contractor must on its own initiative propose a replacement in the following cases:

- (a) In the event of death, in the event of illness or in the event of accident of an agreed staff;
- (b) If it becomes necessary to replace an agreed staff for any other reasons beyond the contractor's control (e.g. resignation, etc.).

17.2. In the course of performance, the contracting authority can order an agreed staff to be replaced. This shall be done on the basis of a written and justified request to which the contractor and the agreed staff have had the opportunity to provide observations.

17.3. Where an agreed staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the agreed staff who has been replaced. Where the contractor is unable to provide a replacement with equivalent qualifications and/or experience, the contracting authority may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.

17.4. Additional costs incurred by the replacement of an agreed staff are the responsibility of the contractor. The contracting authority makes no payment for the period when the agreed staff to be replaced is absent. The replacement of any agreed staff, whose name is listed in Annex IV of the contract, must be proposed by the contractor within 15 calendar days from the first day of the agreed staff's absence. If after this period the contractor fails to propose a replacement in accordance with Article 17.3 above, the contracting authority may apply liquidated damages up to 10% of the remaining fees of that expert to be replaced. The contracting authority must approve or reject the proposed replacement within 30 days.

17.5. The partner country may be notified of the identity of the agreed staff proposed to be added or replaced in the contract to obtain its approval. The partner country must not withhold its approval unless it submits duly substantiated and justified objections to the proposed experts in writing to the contracting authority within 15 days of the date of the request for approval.

ARTICLE 18. TRAINEES

18.1. If required in the terms of reference, the contractor shall provide training for the period of implementation of the tasks for trainees assigned to it by the contracting authority under the terms of the contract.

18.2. Instruction by the contractor of such trainees shall not confer on them the status of employees of the contractor. However, they must comply with the contractor's instructions, and with the provisions of article 8, as if they were employees of the contractor. The contractor may on reasoned request in writing obtain the replacement of any trainee whose work or conduct is unsatisfactory.



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18.3. Unless otherwise provided in the contract, allowance for trainees covering notably travel, accommodation and all other expenses incurred by the trainees shall be borne by the contracting authority.

18.4. The contractor shall report at quarterly intervals to the contracting authority on the training assignment. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a report on the result of the training and an assessment of the qualifications obtained by the trainees with a view to their future employment. The form of such reports and the procedure for presenting them shall be as laid down in the terms of reference.

PERFORMANCE OF THE CONTRACT

ARTICLE 19. IMPLEMENTATION OF THE TASKS AND DELAYS

19.1. The special conditions fix the date on which implementation of the tasks is to commence.

19.2. The period of implementation of tasks shall commence on the date fixed in accordance with Article 19.1 and shall be as laid down in the special conditions, without prejudice to extensions of the period which may be granted.

19.3. If the contractor fails to perform the services within the period of implementation of the tasks specified in the contract, the contracting authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day which shall elapse between the end of the period of implementation of the tasks specified in the contract and the actual date of completion of these tasks.

19.4. The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation of the tasks, up to a maximum of 15% of the total value of the contract.

19.5. If the contracting authority has become entitled to claim 15% of the contract value, it may, after giving notice to the contractor:

- (a) terminate the contract, and;
- (b) enter into a contract with a third party to complete the services, at the contractor's cost.

ARTICLE 20. AMENDMENT TO THE CONTRACT

20.1. Any amendment to the contract affecting its object or scope, such as amendment to the total contract amount, replacement of an agreed staff the curriculum vitae of which is part of the contract and change of the period of implementation shall be formalised by means of an addendum. Both parties may request an addendum for amendment to the contract according to the following principles:

- (a) An addendum for amendment may be requested only during the period of execution of the contract;
- (b) Any request for an addendum shall be submitted in writing to the other party at least thirty days before the date on which the intended addendum is required to enter into force. In case of special circumstances duly substantiated by the contractor, the contracting authority may accept a different notice period.

The requested party shall notify the requesting party of its decision concerning the request within 30 days from its receipt. There is no automatic amendment without written confirmation by the requested party.



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20.2. Additionally, the project manager has the power to issue administrative orders requesting an amendment to the contract not affecting its object or scope, including on request of the contractor, according to the following principles:

- a) The requested contract amendment may take the form of additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timetable of implementation of the services;
- b) Prior to the issuance of any administrative order, the project manager shall notify the contractor of the nature and the form of the proposed amendment.

The contractor shall then, without delay, submit to the project manager a written proposal containing:

- (i) all measures required to comply with the requested amendment,
- (ii) an updated timetable for implementation of the tasks, and,
- (iii) if necessary, a proposed financial adjustment to the contract, using the contractual fee rates when the tasks are similar. When the tasks are not similar, the contractual fee rates shall be applied when reasonable.

Following receipt of the contractor's proposal, the project manager shall decide as soon as possible whether or not the amendment shall be carried out.

If the project manager decides that the amendment shall be carried out, it shall notify the contractor through an administrative order stating that the contractor shall carry out the amendment at the prices and under the conditions given in the contractor's proposal or as modified by the project manager in agreement with the contractor.

- c) On receipt of the administrative order, the contractor shall carry out the amendments detailed in that administrative order as if such amendments were stated in the contract.
- d) For fee-based contracts, administrative orders that have an impact on the contractual budget are limited to transfers within the fees, or transfers from the fees to the incidental expenditures, within the limits of Article 20.3.
- e) For global price contracts, administrative orders cannot have an impact on the contractual budget.

20.3. No amendment either by means of addendum or through administrative order shall lead to decreasing the amount within the contractual budget allocated to expenditure verification, or change the award conditions prevailing at the time the contract was awarded.

20.4. Any amendment carried out by the contractor without an administrative order or without an addendum to the contract is not allowed and made at the contractor's own financial risk.

20.5. Where an amendment is required by a default or breach of contract by the contractor, any additional cost attributable to such amendment shall be borne by the contractor.

20.6. The contractor shall notify the contracting authority of any change of address and bank account using the form in Annex VI to notify any change in its bank account. The contracting authority shall have the right to oppose the contractor's change of bank account. The contractor shall notify the contracting authority of any change of auditor, which the contracting authority needs to approve.

ARTICLE 21. WORKING HOURS

21.1. The days and hours of work of the contractor or the contractor's staff shall respect the laws, regulations and customs of the country where the services have to be rendered and the requirements of the services.



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ARTICLE 22. LEAVE ENTITLEMENT

- 22.1. For fee-based contracts, the annual leave to be taken during the period of implementation of the tasks shall be at a time approved by the project manager.
- 22.2. For fee-based contracts, the fee rates are deemed to take into account the annual leave of up to 2 months for the contractor's staff during the period of implementation of the tasks. Consequently, days taken as annual leave shall not be considered to be working days.
- 22.3. The contractor shall only be paid for the days actually worked. Any cost related to sick or casual leave shall be covered by the contractor. The contractor shall inform the project manager of any impact of such leave on the period of implementation of the tasks.

ARTICLE 23. INFORMATION

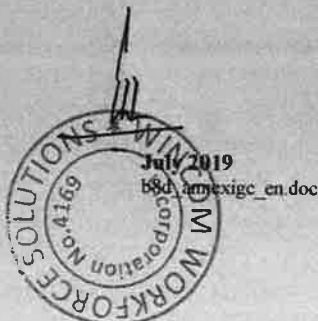
- 23.1. The contractor shall provide any information relating to the services and the project to the project manager, the European Commission, the European Court of Auditors or any person authorised by the contracting authority.
- 23.2. The contractor shall allow the project manager or any person authorised by the contracting authority or the contracting authority itself to inspect or audit the records and accounts relating to the services and to make copies thereof both during and after provision of the services.

ARTICLE 24. RECORDS

- 24.1. The contractor shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the contractor's invoice(s) have been duly incurred for the performance of the services.
- 24.2. For fee-based contracts, timesheets recording the days or hours worked by the contractor's staff shall be maintained by the contractor. The timesheets filled in by the experts shall be confirmed on a monthly basis by the contractor and shall be approved by the project manager or any person authorised by the contracting authority or the contracting authority itself. The amounts invoiced by the contractor must correspond to these timesheets. Time spent travelling exclusively and necessarily for the purpose of the implementation of the contract, by the most direct route, may be included in the numbers of days or hours, as appropriate, recorded in these timesheets. Travel undertaken by the expert for mobilisation and demobilisation as well as for leave purposes shall not be considered as working days. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input shall be rounded to the nearest whole number of days worked for the purposes of invoicing.
- 24.3. Any records must be kept for a seven year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

ARTICLE 25. VERIFICATIONS, CHECKS AND AUDITS BY EUROPEAN UNION BODIES

- 25.1. The contractor shall allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. In order to carry out these verifications and audits, European Union bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts,



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accounting documents and any other document relevant to the financing of the contract. The contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the contract. The contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to seven years after the final payment.

25.2. Furthermore, the contractor shall allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

25.3. To this end, the contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents shall be easily accessible and filed so as to facilitate their examination. The contractor shall inform the contracting authority of their precise location.

25.4. The contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from EU budget/EDF funds.

25.5. Failure to comply with the obligations set forth in Article 25.1 to 25.4 constitutes a case of serious breach of contract.

ARTICLE 26. INTERIM AND FINAL REPORTS

26.1. Unless otherwise provided in the terms of reference, the contractor shall draw up interim reports and a final report during the period of implementation of the tasks. These reports shall consist of a narrative section and a financial section. The format of such reports is as notified to the contractor by the project manager during the period of implementation of the tasks.

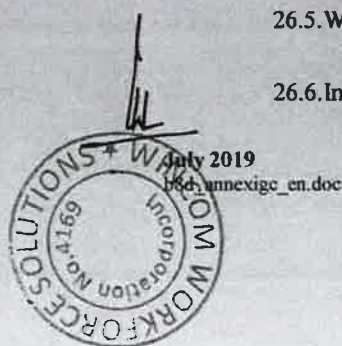
26.2. All invoices must be accompanied by an interim or final report. All invoices for fee-based contracts must also be accompanied by an up to date financial report and an invoice for the actual costs of the expenditure verification. The structure of the interim or final financial report shall be the same as that of the contractually approved budget (Annex V). This financial report shall indicate, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance available.

26.3. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a final progress report together which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract.

26.4. This final progress report shall be forwarded to the project manager not later than 60 days after the end of the period of implementation of the tasks. Such report shall not bind the contracting authority.

26.5. Where the contract is performed in phases, the implementation of each phase shall give rise to the preparation of a final progress report by the contractor.

26.6. Interim and final progress reports are covered by the provisions of Article 14.



ARTICLE 27. APPROVAL OF REPORTS AND DOCUMENTS

- 27.1. The approval by the contracting authority of reports and documents drawn up and forwarded by the contractor shall certify that they comply with the terms of the contract.
- 27.2. Where a report or document is approved by the contracting authority subject to amendments to be made by the contractor, the contracting authority shall prescribe a period for making the amendments requested.
- 27.3. Where the final progress report is not approved, the dispute settlement procedure is automatically invoked.
- 27.4. Where the contract is performed in phases, the implementation of each phase shall be subject to the approval, by the contracting authority, of the preceding phase except where the phases are carried out concurrently.
- 27.5. The contracting authority's time limit for accepting reports or documents shall be considered included in the time limit for payments indicated in Article 29, unless otherwise specified in the special conditions.

PAYMENTS & DEBT RECOVERY

ARTICLE 28. EXPENDITURE VERIFICATION

- 28.1. No expenditure verification report is required for global price contracts.
- 28.2. Before payments are made for fee-based contracts, an external auditor must examine and verify the invoices and the financial reports sent by the contractor to the contracting authority. The auditor shall meet the requirements set out in the terms of reference for expenditure verification and shall be approved by the contracting authority.
- 28.3. The auditor must satisfy itself that relevant, reliable and sufficient evidence exists that:
- the experts employed by the contractor for the contract have been working as evidenced on the contract (as corroborated by independent, third-party evidence, where available) for the number of days claimed in the contractor's invoices and in the financial reporting spreadsheet submitted with the interim progress reports; and
 - the amounts claimed as incidental expenditure have actually and necessarily been incurred by the contractor in accordance with the requirements of the terms of reference of the contract.
- On the basis of its verification, the auditor submits to the contractor an expenditure verification report in accordance with the model in Annex VII.
- 28.4. The contractor grants the auditor all access rights mentioned in Article 25.
- 28.5. The contracting authority reserves the right to require that the auditor be replaced if considerations, which were unknown when the contract was signed, cast doubt on the auditor's independence or professional standards.

ARTICLE 29. PAYMENT AND INTEREST ON LATE PAYMENT

- 29.1. Payments will be made in accordance with one of the options below, as identified in the special conditions.

Option 1: Fee-based contract:

The contracting authority will make payments to the contractor in the following manner:

1. A first payment of pre-financing, if requested by the contractor, of an amount up to maximum 20% of the maximum contract value stated in point 2 of the contract, within 30 days of receipt by the contracting authority of an invoice, of the contract



signed by both parties, and of a financial guarantee if requested, as defined in Article 30.

2. Six-monthly further interim payments, as indicated in the special conditions, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report and an expenditure verification report, subject to approval of those reports in accordance with Article 27. Such interim payments shall be of an amount equivalent to the costs incurred on the basis of the expenditure verification reports. When 80 % of the maximum contract value stated in point 2 of the contract has been paid (pre-financing and interim payments) the amounts due to the contractor shall be deducted from the pre-financing payment until it is completely reimbursed before any additional payment is made.
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
4. The balance of the final value of the contract after verification, subject to the maximum contract value stated in point 2 of the contract, after deduction of the amounts already paid, within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report and a final expenditure verification report, subject to approval of those reports in accordance with Article 27.

Option 2: Global price contract:

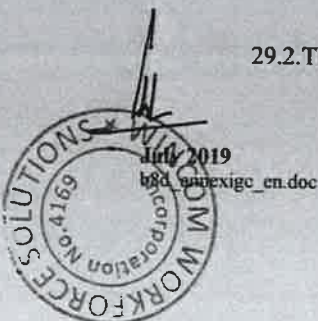
If the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years, the contracting authority will make payments to the contractor in the following manner:

1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. the balance of the contract value stated in point 2 of the contract within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.

If the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the contracting authority will make payments to the contractor in the following manner:

1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. one interim payment at the end of each 12 months of implementation of the contract, of an amount corresponding to the outputs delivered, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report, subject to approval of this report in accordance with Article 27;
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
4. the balance of the contract value stated in point 2 of the contract within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.

29.2. The date of payment shall be the date on which the paying account is debited. The invoice shall not be admissible if one or more essential requirements are not met. Without



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prejudice to Article 36.2, the contracting authority may halt the countdown towards this deadline for any part of the invoiced amount disputed by the project manager by notifying the contractor that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the contracting authority thinks it necessary to conduct further checks. In such cases, the contracting authority shall not unreasonably withhold any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which shall be produced within 30 days of the request. The countdown towards the deadline shall resume on the date on which a correctly formulated invoice is received by the contracting authority. If part of the invoice is disputed, the undisputed amount of the invoice shall not be withheld and must be paid according to the payment schedule set in Article 29.1.

29.3. Once the deadline referred to above has expired, the contractor - unless it is a government department or public body in an EU Member State - shall, within two months of receiving late payment, receive default interest:

- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,
- at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country,

on the first day of the month in which the time-limit expired, plus eight percentage points. The interest be payable for the time elapses between the expiry of the payment deadline (exclusive) and the date on which the contracting authority's account is debited (inclusive).

By way of exception, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

29.4. Payments due by the contracting authority shall be made into the bank account mentioned on the financial identification form completed by the contractor. A new financial identification form must be used to report any change of bank account and must be attached to the invoice.

29.5. Payments shall be made in euro or in the national currency as specified in the special conditions. The special conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the general conditions. Where payment is in Euro, for the purposes of the provision for incidental expenditure, actual expenditure shall be converted into Euro at the rate published on the Infor-Euro on the first working day of the month in which the invoice is dated. Where payment is in the national currency, it shall be converted into the national currency at the rate published on the Infor-Euro on the first working day of the month in which the payment is made.

29.6. For fee-based contracts, invoices shall be accompanied by copies of, or extracts from, the corresponding approved timesheets referred to in Article 24.2 to verify the amount invoiced for the time input of the experts. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input must be rounded to the nearest whole number of days worked for the purposes of invoicing.

29.7. Payment of the final balance shall be subject to performance by the contractor of all its obligations relating to the implementation of all phases or parts of the services and to the approval by the contracting authority of the final phase or part of the services. Final payment shall be made only after the final progress report and a final statement, identified as such, shall have been submitted by the contractor and approved as satisfactory by the contracting authority.



- 29.8. The payment obligations of the European Commission under the contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these general conditions.
- 29.9. Prior to, or instead of, terminating the contract as provided for in Article 36, the contracting authority may suspend payments as a precautionary measure without prior notice. A payment may be suspended for the duration of an audit or an OLAF investigation.
- 29.10. Where the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud attributable to the contractor, the contracting authority may in addition to the possibility to suspend the performance of the contract in accordance with Article 35.2 and terminate the contract as provided for in Article 36, suspend payments and/or recover amounts already paid, in proportion to the seriousness of the breach of obligations, irregularities or fraud. In addition to measures referred above, the contracting authority may reduce the contract value in proportion to the seriousness of the irregularities, fraud or of the breach of obligations, including where the activities concerned were not implemented or were implemented poorly, partially or late.
- 29.11. If the contract is terminated for any reason whatsoever, the guarantee securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

ARTICLE 30. FINANCIAL GUARANTEE

- 30.1. Unless otherwise provided for in the special conditions, the contractor shall provide a financial guarantee for the full amount of the pre-financing payment. The financial guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the contracting authority. If the financial guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the contracting authority. This financial guarantee shall remain valid until it is released by the contracting authority in accordance with Article 30.5 or Article 30.6, as appropriate. Where the contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made.
- 30.2. The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Annex VI.
- 30.3. During the execution of the contract, if the natural or legal person providing the guarantee (i) is not able or willing to abide by its commitments, (ii) is not authorised to issue guarantees to contracting authorities, or (iii) appears not to be financially reliable, or the financial guarantee ceases to be valid, and the contractor fails to replace it, either a deduction equal to the amount of the pre-financing may be made by the contracting authority from future payments due to the contractor under the contract, or the contracting authority shall give formal notice to the contractor to provide a new guarantee on the same terms as the previous one. Should the contractor fail to provide a new guarantee, the contracting authority may terminate the contract.
- 30.4. If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the contracting authority by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.
- 30.5. For fee-based contracts, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.
- 30.6. For global price contracts, (i) if the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years,



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the financial guarantee shall remain in force until the final payment has been made, and (ii) if the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.

ARTICLE 31. RECOVERY OF DEBTS FROM THE CONTRACTOR

31.1. The contractor undertakes to repay any amounts paid in excess of the final amount due to the contracting authority before the deadline indicated in the debit note which is 45 days from the issuing of that note.

31.2. Should the contractor fail to make repayment within the above deadline; the contracting authority may (unless the contractor is a government department or public body of an EU Member State) increase the amounts due by adding interest:

- (a) at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country,
- (b) at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,

on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which the payment is actually made. Any partial payments shall first cover the interest thus established.

31.3. Amounts to be repaid to the contracting authority may be offset against amounts of any kind due to the contractor. This shall not affect the party's right to agree on payment in installments.

31.4. Bank charges arising from the repayment of amounts due to the contracting authority shall be borne entirely by the contractor.

31.5. Without prejudice to the prerogative of the contracting authority, if necessary, the European Union may as a donor proceed itself to the recovery by any means.

ARTICLE 32. REVISION OF PRICES

32.1. The contract shall be at fixed prices, which shall not be revised.

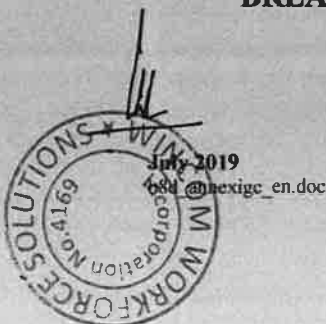
ARTICLE 33. PAYMENT TO THIRD PARTIES

33.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 3. The assignment shall be notified to the contracting authority.

33.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the contractor.

33.3. In the event of a legally binding attachment of the property of the contractor affecting payments due to it under the contract and without prejudice to the time limit laid down in Article 29, the contracting authority shall have 30 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the contractor.

BREACH OF CONTRACT, SUSPENSION AND TERMINATION



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ARTICLE 34. BREACH OF CONTRACT

- 34.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.
- 34.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:
- a) damages; and/or
 - b) termination of the contract.
- 34.3. Damages may be either:
- a) general damages; or
 - b) liquidated damages.
- 34.4. Should the contractor fail to perform any of its obligations in accordance with the provisions of the contract, the contracting authority is without prejudice to its right under article 34.2, also entitled to the following remedies;
- a) suspension of payments; and/or
 - b) reduction or recovery of payments in proportion to the failure's extent.
- 34.5. Where the contracting authority is entitled to damages, it may deduct such damages from any sums due to the contractor or call on the appropriate guarantee.
- 34.6. The contracting authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

ARTICLE 35. SUSPENSION OF THE CONTRACT

- 35.1. The contractor shall, on the order of the contracting authority, suspend the execution of the contract or any part thereof for such time or times and in such manner as the contracting authority may consider necessary. The suspension shall take effect on the day the contractor receives the order or at a later date when the order so provides.
- 35.2. Suspension of the contract in the event of presumed breach of obligations or irregularities or fraud: The contract may be suspended in order to verify whether presumed breach of obligations or irregularities or fraud occurred during the award procedure or the performance of the contract. If these are not confirmed, performance of the contract shall resume as soon as possible.
- 35.3. During the period of suspension, the contractor shall take such protective measures as may be necessary.
- 35.4. Additional expenses incurred in connection with such protective measures may be added to the contract price, unless:
- a) otherwise provided for in the contract; or
 - b) such suspension is necessary by reason of some breach or default of the contractor; or
 - c) the presumed breach of obligations or irregularities or fraud mentioned in article 35.2 are confirmed and attributable to the contractor.
- 35.5. The contractor shall only be entitled to such additions to the contract price if it notifies the project manager, within 30 days after receipt of the order to suspend execution of the contract, of its intention to claim them.
- 35.6. The contracting authority, after consulting the contractor, shall determine such additions to the contract price and/or extension of the period of performance to be granted to the contractor in respect of such claim as shall, in the opinion of the contracting authority be fair and reasonable.
- 35.7. The contracting authority shall, as soon as possible, order the contractor to resume the contract suspended or inform the contractor that it terminates the contract. If the period



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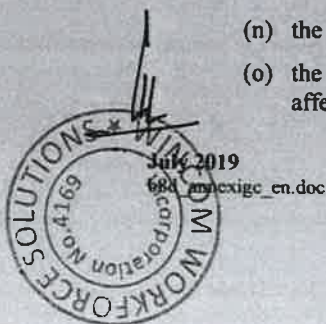
of suspension exceeds 90 days and the suspension is not due to the contractor's breach or default, the contractor may, by notice to the contracting authority, request to proceed with the contract within 30 days, or terminate the contract.

ARTICLE 36. TERMINATION BY THE CONTRACTING AUTHORITY

36.1. The contracting authority may, at any time and with immediate effect, subject to Article 36.8, terminate the contract, except as provided for under Article 36.2.

36.2. Subject to any other provision of these general conditions the contracting authority may, by giving seven days' notice to the contractor, terminate the contract in any of the following cases where:

- (a) the contractor is in serious breach of contract for failure to perform its contractual obligations;
- (b) the contractor fails to comply within a reasonable time with the notice given by the project manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- (c) the contractor refuses or neglects to carry out any administrative orders given by the project manager;
- (d) the contractor assigns the contract or subcontracts without the authorisation of the contracting authority;
- (e) the contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to that contractor;
- (f) any organisational modification occurs involving a change in the legal personality, nature or control of the contractor, unless such modification is recorded in an addendum to the contract;
- (g) any other legal disability hindering performance of the contract occurs;
- (h) the contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;
- (i) the contractor has been guilty of grave professional misconduct or has committed an irregularity proven by any means which the contracting authority can justify, within the meaning of Article 10.1(a) (b);
- (j) it has been established by a final judgment or a final administrative decision or by proof in possession of the contracting authority that the contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings, circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose.
- (k) the contractor, in the performance of another contract financed by the EU budget/EDF funds, has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the European Commission, the contracting authority, OLAF or the Court of Auditors;
- (l) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud;
- (m) the award procedure or the performance of another contract financed by the EU budget/EDF funds proves to have been subject to breach of obligations, irregularities or fraud which are likely to affect the performance of the present contract;
- (n) the contractor fails to perform its obligation in accordance with Article 8 and Article 9;
- (o) the contractor is unable to provide a suitable replacement to an expert, the absence of which affects the proper performance of the contract.



- (p) the contractor is in breach of the data protection obligations resulting from Article 42 of these general conditions.

The cases of termination under points (e), (i), (j), (l), (m) and (n) may refer also to persons who are members of the administrative, management or supervisory body of the contractor and/or to persons having powers of representation, decision or control with regard to the contractor.

The cases of termination under points (a), (e), (f), (g), (i), (j), (k), (l), (m) and (n) may refer also to persons jointly and severally liable for the performance of the contract.

The cases under points (e), (i), (j), (k), (l), (m), (n) and (p) may refer also to subcontractors.

36.3. Termination shall be without prejudice to any other rights or powers under the contract of the contracting authority and the contractor. The contracting authority may, thereafter, complete the services itself, or conclude any other contract with a third party, at the contractor's own expense. The contractor's liability for delay in completion shall immediately cease when the contracting authority terminates the contract without prejudice to any liability thereunder that may already have arisen.

36.4. Upon termination of the contract or when it has received notice thereof, the contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

36.5. The project manager shall, as soon as possible after termination, certify the value of the services and all sums due to the contractor as at the date of termination.

36.6. The contracting authority shall not be obliged to make any further payments to the contractor until the services are completed. After the services are completed, the contracting authority shall recover from the contractor the extra costs, if any, of completing the services, or shall pay any balance still due to the contractor.

36.7. If the contracting authority terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the contractor any loss it has suffered up to the value of the services which have not been satisfactorily completed unless otherwise provided for in the special conditions.

36.8. Where the termination is not due to an act or omission of the contractor, force majeure or other circumstances beyond the control of the contracting authority, the contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.

36.9. This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

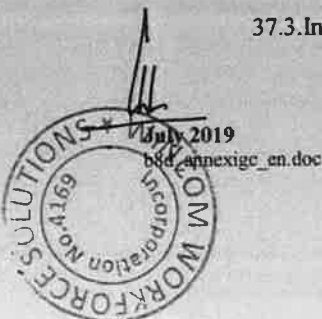
ARTICLE 37. TERMINATION BY THE CONTRACTOR

37.1. The contractor may, after giving 14 days' notice to the contracting authority, terminate the contract if the contracting authority:

- a) fails for more than 120 days to pay the contractor the amounts due after the expiry of the time limit stated in Article 29; or
- b) consistently fails to meet its obligations after repeated reminders; or
- c) suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the contract, or not attributable to the contractor's breach or default.

37.2. Such termination shall be without prejudice to any other rights of the contracting authority or the contractor acquired under the contract.

37.3. In the event of such termination, the contracting authority shall pay the contractor for any loss or damage the contractor may have suffered. Such additional payment must not be such that the total payments exceed the amount specified in Article 2 of the contract.



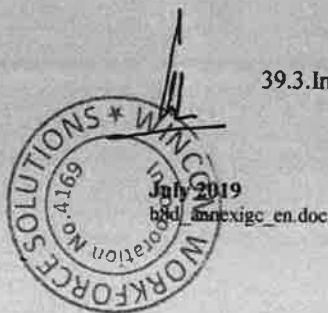
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ARTICLE 38. FORCE MAJEURE

- 38.1. Neither party shall be considered to be in default or 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 notification of award or the date when the contract becomes effective.
- 38.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, ... A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspension of funding the contract.
- 38.3. Notwithstanding the provisions of Article 19 and Article 36, the contractor shall not be liable for liquidated damages or termination for breach or default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of *force majeure*. The contracting authority shall similarly not be liable, notwithstanding the provisions of Article 29 and Article 37, for payment of interest on delayed payments, for non-performance or for termination by the contractor for breach or default, if, and to the extent that, the contracting authority's delay or other failure to perform its obligations is the result of *force majeure*.
- 38.4. If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall promptly notify the other party and the project manager giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the project manager in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations, which are not prevented by the force majeure event. The contractor shall not put into effect such alternative means unless directed so to do by the project manager.
- 38.5. For a fee-based contract, if the contractor incurs additional costs in complying with the project manager's directions or using alternative means under Article 38.4 the amount thereof shall be certified by the project manager.
- 38.6. If circumstances of *force majeure* have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the contract. If at the expiry of the period of 30 days the situation of *force majeure* persists, the contract shall be terminated and, in consequence, thereof under the law governing the contract, the parties shall be released from further performance of the contract.

ARTICLE 39. DECEASE

- 39.1. If the contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the contracting authority shall examine any proposal made by its heirs or beneficiaries if they have notified their wish to continue the contract.
- 39.2. Where the contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract and the contracting authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3. In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to implement the contract shall notify the contracting authority thereof within 15 days of the



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date of decease. The decision of the contracting authority shall be notified to those concerned within 30 days of receipt of such a proposal

39.4. Such persons shall be jointly and severally liable for the proper implementation of the contract to the same extent as the deceased contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

SETTLEMENT OF DISPUTES AND APPLICABLE LAW

ARTICLE 40. SETTLEMENT OF DISPUTES

- 40.1. The parties shall make every effort to settle amicably any dispute relating to the contract, which may arise between them.
- 40.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution, which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.
- 40.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the European Commission is not a party to the contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.
- 40.4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the special conditions.

ARTICLE 41. APPLICABLE LAW

- 41.1. This contract shall be governed by the law of the country of the contracting authority or, where the contracting authority is the European Commission, by the applicable European Union law complemented where necessary by the law of Belgium.

DATA PROTECTION

ARTICLE 42. DATA PROTECTION

- 42.1. Processing of personal data by the contracting authority

Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with Regulation (EU) 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract by the data controller.



The contractor or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict the processing of their personal data or, where applicable, the right to object to processing or the right to data portability.

Should the contractor or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice referred to in the special conditions.

42.2. Processing of personal data by the contractor

The processing of personal data by the contractor shall meet the requirements of the general conditions and be processed solely for the purposes set out by the controller.

The contractor shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) 2018/1725. The contractor shall inform without delay the controller about such requests.

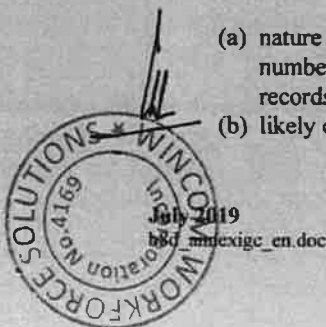
The contractor may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The contractor shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the contract. The contractor must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 7.6 of these general conditions.

The contractor shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
 - (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.
- The contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the contractor becomes aware of the breach. In such cases, the contractor shall provide the controller with at least the following information:

- (a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) likely consequences of the breach;



- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State or third country applicable data protection provisions as referred to in the tender specifications.

The contractor shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- (b) notify a personal data breach to the European Data Protection Supervisor;
- (c) communicate a personal data breach without undue delay to the data subject, where applicable;
- (d) carry out data protection impact assessments and prior consultations as necessary.

The contractor shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

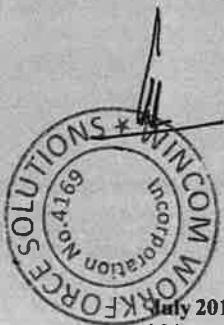
The contracting authority is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services) and data security, which includes personal data held on behalf of the contracting authority in the premises of the contractor or subcontractor.

The contractor shall notify the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of the contracting authority.

The duration of processing of personal data by the contractor will not exceed the period referred to in Article 7.9 of these general conditions. Upon expiry of this period, the contractor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

For the purpose of Article 4 of these general conditions, if part or all of the processing of personal data is subcontracted to a third party, the contractor shall pass on the obligations referred to in the present article in writing to those parties, including subcontractors. At the request of the contracting authority, the contractor shall provide a document providing evidence of this commitment.

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ANNEX II: TERMS OF REFERENCE

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1. BACKGROUND INFORMATION

1.1 Partner country

The Republic of the Union of Myanmar (Myanmar)

1.2 Contracting authority

The Italian Agency for Development Cooperation – Yangon Country Office (AICS-Y)

1.3 Country background

Myanmar is a country under transition after 50 years of military regime (the military junta has ruled the country between 1962 and 2011), which have caused the country's isolation worsened by the international sanctions and poor economic development. The country is ethnically mixed, with about 100 different languages spoken by 135 officially recognized ethnic groups. The major ethnic group is represented by the Bamar (from which the name Burma) which represents about 68% of the population.

The Yangon Office of the Italian Agency for Development Cooperation (AICS) was established on January 1st, 2016 based on the Italian law 125/2014. The AICS-Yangon office replaced the former Local Technical Unit, which started its operation in 2013 along with the beginning of the democratization process in Myanmar and the transition from the military regime to a civil government.

1.4 Current situation in the sector

AICS Yangon Head of Office, with Decree n. AICSY-OUT-206-2020-03-19 (Determina a contrarre) foresaw the need of acquiring, from an external company specialized in outsourcing services, the service of outsourcing of two (2) Burmese External Consultants with proven experience in logistics and administration (1 Junior Finance and Logistics Assistant) and in secretary services (1 Junior Executive Assistant), in order to assure the correct management of the AICS Yangon Country Office and to support the activities carried on by the Office.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The overall objective of the project of which this contract will be a part is as follows:

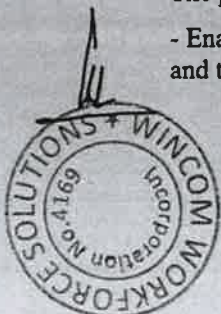
Overall Objective: To support the socio-economic development of the country and strengthening the peace process and social inclusion, through an efficient, effective and transparent management of development cooperation initiatives financed by the Italian Government.

AID 11758: Cluster Fund for Technical Assistance

2.2 Purpose

The purpose of this contract is as follows:

- Enable AICS Yangon Office to correctly manage the logistics, accountancy and secretary services and the related administrative procedures through local skilled staff.





2.3 Results to be achieved by the contractor

- 1) Manage the contract of two (2) Burmese External Consultants with proven experience in logistics and administration (1 Junior Finance and Logistics Assistant) and in secretary services (1 Junior Executive Assistant), in order to assure the correct management of the AICS Yangon Country Office and to support the activities carried on by the Office.

3. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project

The Italian Agency for Development Cooperation – Yangon Office (AICS-Y) is a State-Owned Agency set up under the Italian Law n.125 of 2014 and operating under the political control of the Italian Ministry of Foreign Affairs. It complies with applicable rules and regulations, as per the applicable Italian Law.

4. SCOPE OF THE WORK

4.1 General

4.1.1. Project description

The contractor shall ensure the correct contract management of two (2) Burmese External Consultants with proven experience in logistics and administration (1 Junior Finance and Logistics Assistant) and in secretary services (1 Junior Executive Assistant), that will assure the correct management of the AICS Yangon Country Office and to support the activities carried on by the Office.

4.1.2. Geographical area to be covered

AICS Yangon Country Office.

4.1.3. Target groups

- AICS – Agenzia Italiana per la Cooperazione allo Sviluppo;
- AICS Yangon Country Office Administrative staff, in coordination with AICS Yangon Country Director and AICS HQ (Rome) when requested.

4.2 Specific work

4.2.1 Service of recruiting of 2 (two) Burmese External Consultants with proven experience in logistics and administration (1 Junior Finance and Logistics Assistant) and in secretary services (1 Junior Executive Assistant).

The nominative of the External Consultants to be engaged by the selected Outsourcing Company will be provided by AICSY. The External Consultants have been selected by AICSY based on previous working experiences.





Recruitment shall be done considering the following Terms of Reference:

Junior Finance and Logistics Assistant:

- Copy, scan and archive logistics and administrative documents;
- Cooperate with the Administrative Assistant preparing, collecting and managing documents related to payments procedures and procurements (requests of quotations, invoices etc);
- Carry out small purchasing procedures when requested by the AICSY Administration;
- Cooperate with the Administrative Assistant in order to timely manage payment of office utilities (e.g. electricity bills, phone bills, internet bill etc);
- Assist AICS Yangon Administration keeping relations with the suppliers (market surveys, request for quotations etc.) following the internal procedures;
- Support AICS Yangon Administration managing inventories and stocks;
- Carry out reception tasks, such as: greet visitors in a kind and respectful manner, offer beverages and food, direct visitors to their scheduled appointments etc.
- Organize logistics support for meeting, seminars and projects, when requested;
- Provide other administrative support and carry out general office management duties if required;
- Support AICS Yangon Office in carrying out Projects' activities.

The Burmese External Consultant shall comply with the following skills/competences:

- Qualifications and skills:
 - Bachelors' degree
- General professional experience:
 - Good command of Excel and Word
 - Good knowledge of English Language
 - Previous experience with International NGO/International Organizations/Embassy
 - At least 2 years of experience: Administrative-accounting-logistics sector

Junior Executive Assistant:

- Answer phone calls and direct them to the appropriate staff member, taking messages and notes and handling in-out correspondence (letter, parcels etc.);
- Support the Executive and Director Assistant liaising with relevant Local Authorities, organizations and stakeholders;
- Support the Executive and Director Assistant organizing meetings and take/manage appointments when requested;
- Support the Executive and Director Assistant managing and updating AICSY Archive;
- Support the Executive and Director Assistant managing and following up VISA procedures for expat staff;





- Manage basic administrative procedures;
- Organize, reserve, amend, confirm and purchase travels for the office;
- Translate in English documents received in Burmese language and vice versa, whether requested;
- Provide other executive support services and carry out general office management duties if required;
- Support AICS Yangon Office in carrying out Projects' activities.

The Burmese External Consultant shall comply with the following skills/competences:

- Qualifications and skills:
 - B.A. in Development, Economics, Political Science, International Relations or other suitable disciplines.
- *General professional experience:*
 - Good command of Excel and Word
 - Good knowledge of English Language
 - Previous experience with International NGO/International Organizations/Embassy
 - At least 3 years of experience: Secretary, HR officer, liaison officer

4.2.2 Service of contract management for 8 months of two (s) Burmese External Consultants with proven experience in logistics and administration (1 Junior Finance and Logistics Assistant) and in secretary services (1 Junior Executive Assistant) that will support the correct management of the AICS Yangon Country Office and of the activities carried on by the Office.

The Service Provider will provide the following services:

- a) prepare a suitable contract for the selected Burmese External Consultants identified by AICS Yangon. The contract will have a duration of 8 months. The place of work will be AICS Yangon Office, located in 41-27 Inya Myaing, Shwe Taung Gone Bahan Township, Yangon. Working hours will be: 9am - 5pm (1-hour lunch break), from Monday to Friday. Monthly net salary shall be: Junior Finance and Logistics Assistant: 500 EURO; Junior Executive assistant: 650 EURO.
- b) Ensure, through a Medical Check-up, that the External Consultants selected are fit for employment. AICS must be provided with certificate/declaration stated that the consultants are fit for work.
- c) sign the above mentioned contract with the appointed Burmese External Consultants;
- d) ensure the general management of the External Consultant contract in compliance with relevant applicable Myanmar regulations;
- e) calculate and pay timely, on monthly basis, relevant monthly salary, applicable income taxations, social and health insurance, and/or any additional costs that may be requested by the Government for similar job profiles and contracts;





- f) provide the Payroll administration service;
- g) establish a full coverage insurance (medical, against accidents at work etc.) to the External Consultant, including payment of compensations (as per Myanmar relevant Laws) in case of injury or death;
- h) provide the External Consultant with the statutory benefits, if any;
- i) manage and supervise workers' rights, such as working hours, weekly rests, holidays, paid and unpaid leaves, sick leaves, in compliance with Myanmar labour laws and regulations;
- j) manage employee attendance and provide temporary staffing as a replacement for the absent employee, if needed.

The organization is solely responsible for the payment of service, tax, insurance (medical, against accidents at the work) and all other taxes and government dues as may be applicable. In no case AICSY will be responsible to pay taxes for the Service Contract.

It must be clear and understood by the organization that the qualified Burmese External Consultants engaged for the delivery of AICS Technical and Administrative Assistance services remain personnel employed or hired by the outsourcing organization for all intents and purposes and that there is no relationship of employer-employee between the said persons and the Italian Agency for Development Cooperation.

Moreover, the outsourcing organization shall also be solely responsible for providing all the statutory benefits (as per Myanmar relevant laws) to the eligible staff/consultants employed or hired by it and it shall make payment of compensation (as per Myanmar relevant laws) in case of injury or death of any of its personnel.

AICSY reserves itself the right to request the replacement of the personnel employed or hired by the organization in the following cases:

- disseminating (directly and indirectly) of knowledge or information acquired during his/her service and related to the work that has been done;
- putting into action behaviors which may involve criminal acts (corruption, fraud, misuse of office equipment and funds, use or distribution of illegal substances);
- demonstrating misconduct, proved incompetence, hierarchical insubordination, unjustified absence from work, failure to comply with schedules and work assignments, voluntary damage of the Office property.

The organization's personnel must have the features of expertise, decorum, confidence, experience and professionalism.

If the quality of the Technical Assistance services delivered by the External Consultants will be considered not satisfactory by AICSY, the contestation of charge will be notified to the organization which will proceed to the replacement of the personnel deemed unsuitable. If the termination is requested by the person, the organization will notify it to AICSY.





4.3 Project management

4.3.1 Responsible body

AICS Yangon Country Office, represented by the Country Director, is responsible for the management of the present contract.

4.3.2 Management structure

AICS Yangon Country Director is the person in charge for managing the present contract and all issues related to the concerned services/actions. For specific task, AICS Yangon Country Director may delegate AICS Yangon Administrative department.

5. LOGISTICS AND TIMING

5.1 Location

The operational base for the project is:

- a) Italian Agency for Development Cooperation (AICS) – Yangon Office, 41-7B, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar (Contracting Authority operational base);

5.2 Start date & period of implementation

The start date is 01/05/2020 and the period of implementation of the contract will be 8 months from this date. Please see Articles 19.1 and 19.2 of the special conditions for the actual start date and period of implementation.

6. REQUIREMENTS

6.1 Staff

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

All External Consultants must be independent and free from conflicts of interest in the responsibilities they take on.

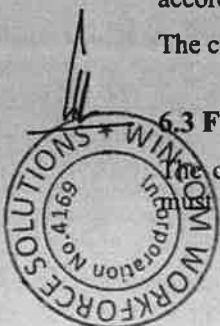
6.2 Office accommodation

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the contracting authority in their own premises, according to service to be performed.

The costs of the office accommodation are to be covered by the fee rates.

6.3 Facilities to be provided by the contractor

The contractor must ensure that experts are adequately supported and equipped. In particular, it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable





experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

6.4 Equipment

No equipment is to be purchased on behalf of the contracting authority / partner country as part of this service contract or transferred to the contracting authority / partner country at the end of this contract. Any equipment related to this contract that is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

* * *



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Phone - 09 2627 88800

To: Italian Agency for Development Cooperation (AICS) – Yangon Office
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Bahan Township, Yangon
yangon@aics.gov.it

ORGANISATION & METHODOLOGY

Ref: “FONDO UNICO per l’assistenza tecnica ai partner locali (MY-CTAF)” – AID 11758” - Cluster Fund for Technical Assistance

Date 20/04/2020

With reference to the project mentioned above, below is a summary of the Organisation and Methodology that shall support the execution of the contract.

1. RATIONALE

As per the terms of reference, WinCom Workforce Solutions Co. Ltd. (WinCom) shall select suitable candidates for the position of 2 Burmese External Consultants with proven experience in logistics and administration and in secretary services, in order to assure the correct management of the AICS Yangon Country Office.

Considering the current global situation of the pandemic, we could encounter some delays in execution of some of the key activities as mentioned in the terms of reference:

- Medical Check-up - During this period, all hospitals are restricting regular medical check-ups until the pandemic situation is under control. Hence, we would expect some delays till we are allowed to conduct a medical check-up for the 2 consultants. This could mean a delayed medical check-up for the consultants; we would have to appoint them prior to ascertaining their fitness for employment in such a scenario.
- Full Coverage Insurance – based on our experience during this time of pandemic, we also foresee some delays in being able to sign up full coverage insurance from the start date of the 2 consultants. The underwriters are taking time to finalise insurance policies. However we shall try to expedite this process by regular communication with the insurance company and get the insurance signup as quickly as possible.



Ng

- Payment of Social Security Board (SSB) and Personal Income Tax (PIT) – based on the current regulations published by Myanmar government, all the organisations are liable to deduct the SSB and PIT from the employees each month. However, the submission of the same has been proposed to once in 3 months (once a quarter) instead of monthly submissions to the relevant government departments. This is to limit the number of visits to the government offices during this time of pandemic. This would impact the invoicing procedures as mentioned in the Service Contract. All relevant government documents relating to the SSB and PIT submission will only be available on quarterly basis while it would still be charged/ deducted monthly and held by the contractor. This needs to be discussed with the contracting authority prior to start of the project.

The risk associated with the execution of the contract is based on the spread of pandemic in Myanmar and office working hours may have to be adjusted in accordance with the directions from the Myanmar government. This may impact the normal attendance of the 2 consultants, however any changes or modifications will be discuss and agreed with the contracting authority prior to implementation.

2. STRATEGY

WinCom has a well-defined strategy for implementation of the contract based on our experience. As requested the details of the key activities are mentioned below -

- i. Full coverage insurance premium – as per request in the terms of reference, WinCom has proposed a full coverage insurance. The medical insurance covers
 - Total coverage of USD 200,000
 - Inpatient Coverage including pre/ post hospitalisation
 - Cashless Outpatient Coverage of visits to the doctors at selected hospitals as per the policy attached with a minimal co-payment.

Kindly refer to the attached document (Attachment A – WinCom Proposed Insurance Coverage Apr 2020) for the proposed insurance policy coverage.

- ii. Medical Check-Up – Medical check-up shall be conducted a Pun Hlaing Hospital with the selection of a suitable package as per the age of the consultants.

Kindly refer to the attached document (Attachment B – Medical Check Up Proposed) which mentions the tests required to be conducted for the consultants.

- iii. All other benefits relating to the Social Security Board (SSB) shall be provided to the 2 consultants as per laws of Myanmar. All leaves and other employment benefits shall be provided as per the relevant laws upon discussion with the contracting authority.

- iv. Kindly find attached the employment contract as per Myanmar Labour Laws which shall be signed between the contractor and 2 consultants (Attachment C – Myanmar EC)



3. TIMETABLE OF WORK

As per the terms of reference below mentioned timetable of work shall be performed by WinCom in order to execute all key tasks –

Sr. No.	Task	Frequency	Date/ Timeline	Remarks
1	Medical Check-Up	Once for contract duration	Within 1 week	Depends on current situation, may take longer time (1 or 2 months)
2	Contract Signing with consultants	Once for contract duration	Within 1 week	
3	Full Coverage Insurance sign up	Once for contract duration	Within 1 week	Depends on Insurance provider response, could take a few weeks.
4	Check Monthly Attendance	Monthly	21 st of each month	
5	Prepare payroll – salary and other calculations and send to contracting authority for verification	Monthly	22 nd of each month	
6	Process payment to consultants (upon verification)	Monthly	25 th of each month	
7	Process SSB and Income Tax payments to Govt. offices	Monthly	First week of following month	Temporarily, this activity may have to be executed quarterly.
8	Submission of Invoice to contracting authority with all relevant documents attached	Monthly	First week of following month	Following month to the payment month.

Note –

- i. If any dates fall on public holidays, the tasks shall be executed on either the day preceding the above mentioned date or the day after which shall be duly communicated to the contracting authority.
- ii. If timelines of any tasks would have to be adjusted due to the ongoing pandemic, the same shall be discussed and agreed with the contracting authority.



NA

Yours sincerely,

For WinCom Workforce Solutions Company Ltd.



Mr. Kshitij Chaudhary (KC)
Director & Authorized Signatory
Email - kc@wincomsolutions.com
Mobile - +95 9797 004 700



ATTACHMENT A - WinCom Proposed Insurance Coverage Apr 2020



IV. Benefits Table

The following Benefits Table will apply to the group from policy inception date.

Summary of benefits

	Plan 3
Annual plan maximum	\$200,000
Coverage	a) Inpatient b) Outpatient
Countries of residence	Myanmar
Geographic area of cover	Zone 3
Inpatient	✓
Accommodations	Up to \$100 per night
CT / MRI / PET	✓
Organ & Bone Marrow transplants	x
Internal prosthetic devices	✓
Treatment Pre/Post Hospitalization	up to \$500
Out patient annual limit	\$2,000
GP, Clinic, Specialists	\$10 co-payment per visit
Prescribed Medication	✓
Other Benefits	
Cancer care	x
Chronic condition - Acute	x
Chronic condition - Maintenance	x
Accidental Damage to teeth	✓
Coverage of Pre-existing Conditions	x
Kidney dialysis	x
Emergency Evac. & Repat.	✓
Premium Frequency	Annual
Excess (deductible)	Nil
Underwriting term	Moratorium

CART

ATTACHMENT B - Medical Check Up Proposed.

Medical Check-up Package < FEMALE >		Millennial <40 Without USG Breast	Millennial <40 With USG Breast	Gen X 40-50	Vintage >50	Whole Body Package	Comprehensive Package
Basic Measurement (Wt, Sign, BM)	အခြေခံအားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Medical History	ဇာတိအရပ်အရပ်အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Physical Examination	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
ECG	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Chest x ray	ရင်ခွာအားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Ultrasound Abdomen	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Visual Acuity by MD	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Fasting Blood Sugar (FBS)	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Complete Blood Count	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Urine RE / Stool RE	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Total Cholesterol	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
HDL	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
LDL	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Triglycerides	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Urea/ BUN	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Creatinine	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
SGOT	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
SGPT	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
HBsAb	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
HBsAg (Test Kit)	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Anti-HCV	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Breast USG	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Mammogram	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Pap Smear	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Faecal Occult Blood	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
HBA1c	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Total Bilirubin	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Alkaline Phosphatase	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Free T4	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
TSH	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Uric Acid	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
CEA (GI Cancer)	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
AFP (Liver Cancer)	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
CA125 (Ovarian Cancer)	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
CT Bone Density	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Ultrasound Pelvic	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
CA 15-3 (Breast Cancer)	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
CA 19-9 (Pancreatic Cancer)	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Total Protein	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Ophthalmological Examination	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Exercise Stress Test	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
Echocardiogram	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
CT Calcium Scan	အားဖြည့်စမ်းသပ်ခြင်း	✓	✓	✓	✓	✓	✓
		111,000	124,000	234,000	367,000	402,000	525,000

Na

Medical Check-up Package < MALE >		Millennial <40	Gen X 40-50	Vintage >50	Whole Body Package	Comprehensive Package
Basic Measurement (Vital Sign, BMI)	အခြေခံစစ်ဆေးမှုများ	✓	✓	✓	✓	✓
Medical History	ရောဂါအကြောင်းအရာများ	✓	✓	✓	✓	✓
Physical Examination	အင်္ဂါအဖွဲ့စစ်ဆေးခြင်း	✓	✓	✓	✓	✓
ECG	အိမ်စိတ်နှလုံး	✓	✓	✓	✓	✓
Chest x-ray	ရင်ခွင်အိတ်ရိုက်ခြင်း	✓	✓	✓	✓	✓
Ultrasound Abdomen	အစာကြေစနစ်အိတ်ရိုက်ခြင်း	✓	✓	✓	✓	✓
Visual Acuity by MO	အမြင်စွမ်းအားစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
Fasting Blood Sugar (FBS)	အစာမစားဘဲ သွေးရောင်စစ်ဆေးခြင်း	✓	✓	✓	✓	✓
Complete Blood Count	သွေးရောင်စုံစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
Urine RE / Stool RE	အူရောင်စစ်ဆေးခြင်း	✓	✓	✓	✓	✓
Total Cholesterol		✓	✓	✓	✓	✓
HDL	သွေးရောင် အသိမ်စစ်ဆေးခြင်း	✓	✓	✓	✓	✓
LDL		✓	✓	✓	✓	✓
Triglycerides		✓	✓	✓	✓	✓
Urea/ BUN	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
Creatinine		✓	✓	✓	✓	✓
SGOT	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
SGPT		✓	✓	✓	✓	✓
HbA1c		✓	✓	✓	✓	✓
HbAg (Test KR)	သွေးရောင်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
Anti-HCV		✓	✓	✓	✓	✓
Syphilis (ICT)	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
Faecal Occult Blood	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
HBAtc	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
Total Bilirubin		✓	✓	✓	✓	✓
Alkaline Phosphatase	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
GGT		✓	✓	✓	✓	✓
Free T4		✓	✓	✓	✓	✓
TSH	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
Uric Acid	သွေးရောင်အင်ဆီစစ်ဆေးခြင်း (အစာကြေစနစ်)	✓	✓	✓	✓	✓
PSA (Prostate Cancer)	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
CEA (GI Cancer)	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
AFP (Liver Cancer)	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
CA 19-9 (Pancreatic Cancer)	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
Total Protein	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
Orthopedic Consultation	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
Exercise Stress Test	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
Echocardiogram	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
CT Calcium Score	CT-ရောင်စုံအစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
Cardiologist Consultation	အစာကြေစနစ်အင်ဆီစစ်ဆေးခြင်း	✓	✓	✓	✓	✓
		111,000	182,000	226,000	262,000	383,000

NA

ATTACHMENT C - MYANMAR EC

အလုပ်ခန့်ထားမှုဆိုင်ရာသဘောတူညီချက်စာချုပ်

Employment Contract

စာချုပ်အမှတ်: _____

Contract No.: _____

မြန်မာနိုင်ငံ၊ _____ တိုင်းဒေသကြီး/ပြည်နယ်၊ _____ မြို့နယ်၊ _____ မြို့၊ _____

ရပ်ကွက်၊ _____ လမ်း၊ အမှတ် () တွင် နေထိုင်သော အလုပ်ရှင်အမည် _____

၊ နိုင်ငံသားစိစစ်ရေး ကတ်ပြားအမှတ်သို့မဟုတ် နိုင်ငံကူး လက်မှတ်အမှတ် _____

(နောက်တွင် "အလုပ်ရှင်" ဟုခေါ်ဆိုမည်ဖြစ်ပြီး ယင်းစကားရပ်တွင်အခြား နည်းဖြင့်ကိုယ်ပိုင်လုပ်ငန်းလုပ်ကိုင်သူ သို့မဟုတ် အကျိုးတူဖက်စပ်လုပ်ငန်းလုပ်ကိုင်သူပုဂ္ဂလိကလုပ်ငန်းဖြစ်ပါက အလုပ်ရှင်သေဆုံးသည့်အခါ လုပ်ငန်းဆက်ခံသူ သို့မဟုတ် တရားဝင်ကိုယ်စားလှယ်တို့အားလုံး ပါဝင်သည်ဟု မှတ်ယူရမည်) ကတစ်ဖက်

Employer (name) _____ , holder of citizenship scrutiny card No./passport no. _____ ,

Registered office address at no. _____ , _____ Street/Road, _____

Ward/Township _____ , city _____ , region/state _____ ,

Republic of the Union of Myanmar (The expression "Employer" shall, in case of a sole proprietor, partnership/joint-venture, private enterprise or deceased Employer, include any successors or legal representative),

နှင့်

and

အလုပ်သမားအမည် _____ ၊ နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ် သို့မဟုတ် နိုင်ငံကူးလက်မှတ် အမှတ် _____ (နောက်တွင် "အလုပ်သမား" "ဝန်ထမ်း" ဟုခေါ်ဆိုမည်ဖြစ်ပြီး ယင်းစကားရပ်တွင် လုပ်ခရသည်ဖြစ်စေ မရသည်ဖြစ်စေအလုပ်လုပ်ကိုင်လျက်ရှိသော အလုပ်သင်များ၊ ပညာသင်များလည်း ပါဝင်သည်။ အလုပ်ရှင် နှင့်အတူနေပြီး အလုပ်ရှင်အပေါ်တွင် မှီခိုနေသော အလုပ်ရှင်၏မိသားစုကို ပါဝင်သည်ဟုမသတ်မှတ်ရ) တို့သည်

_____ ခုနှစ်၊ _____ လ၊ _____ ရက်နေ့၊ _____

နေရာတွင်အောက်ဖော်ပြပါအတိုင်းအလုပ်ခန့်ထားမှုဆိုင်ရာသဘောတူညီချက်စာချုပ်ကိုနှစ်ဦးနှစ်ဖက်လက်မှတ်ရေး ထိုးချုပ်ဆိုကြပါသည်-

Employee (name) _____, citizenship scrutiny card No./passport no. _____
 (The expression "Employee" (or worker/staff) shall include apprentices and trainees, whether Paid or unpaid, but exclude co-resident family members of the Employee who are dependent on the Employee).

၁။ အလုပ်အကိုင်အမျိုးအစား

1. Type of Job

- (က) လုပ်ငန်းအမျိုးအမည်: _____
- (a) Enterprise Description: _____
- (ခ) လုပ်ငန်းတည်နေရာ: _____
- (b) Location of Enterprise: _____
- (ဂ) ရာထူး/အဆင့်: _____
- (c) Designation/Level: _____
- (ဃ) ဌာန: _____
- (d) Department: _____
- (င) တာဝန်အကျဉ်း: _____
- (e) Summary of Duties: _____

Summary of Job Description ကို နောက်ဆက်တွဲဖြင့်လည်းဖော်ပြနိုင်သည်။

Summary of Job Description may be attached as an Annex to the Employment Contract.

၂။ အစမ်းခန့်ကာလ(သို့မဟုတ်) အလုပ်စတင်ဝင်ရောက်သည့်ရက်စွဲ

2. Probation Period/Date of Commencement of Employment

(က) စတင်ခန့်အပ်သည့် _____ ရက်နေ့မှစ၍ (ဂ) လပြည့်သည့်နေ့ _____ ရက်နေ့အထိ အစမ်းခန့်ကာလဖြစ်သည်။

(a) The Probation Period is three months, starting from the date of appointment of the Employee on to the date of _____ .

(ခ) အလုပ်စတင်ဝင်ရောက်သည့်နေ့ရက် _____ ရက်၊ _____ လ၊ _____ ရက်ဖြစ်သည်။

(b) The date of commencement of the employment is _____.

မှတ်ချက်။ အလုပ်ရှင်မှ အခမ်းခန့်ကာလ မလိုအပ်ဟုယူဆပါကအတည်ပြု (အမြဲတမ်း) ဝန်ထမ်းအဖြစ် တိုက်ရိုက်ခန့်အပ်နိုင်သည်။

Note: If the Employer deems a Probation Period unnecessary, the Employer may appoint the Employee directly as (permanent) staff.

၃။ လုပ်ခ/လစာ

3. Wage/Salary

- (က) နေ့စား (ကျပ်/နိုင်ငံခြားငွေ) _____
- (a) Daily Wage (MMK/FC) _____
- (ခ) ပုတ်ပြတ် (ကျပ်/နိုင်ငံခြားငွေ) _____
- (b) Piece-Rate (MMK/FC) _____
- (ဂ) လစား (ကျပ်/နိုင်ငံခြားငွေ) _____
- (c) Monthly Salary (MMK/FC) _____

(ဃ) လုပ်ခလစာကို အလုပ်ရှင်နှင့် အလုပ်သမား ကနဦးသဘောတူ သတ်မှတ်ထားသည့် လစာနှင့် အညီပေးချေသတ်မှတ်နိုင်သည်။ ယင်းအပြင်အလုပ်သမား၏ လုပ်ရည်ကိုင်ရည်ပေါ်တွင် အခါအား လျော်စွာ အလုပ်ရှင်နှင့်အလုပ်သမားတို့မှ နှစ်ဦးသဘောတူပြောင်းလဲ သတ်မှတ်နိုင်သည်။ (ထိုသို့ သတ်မှတ်ရာတွင် အနည်းဆုံးအကြေးငွေ သတ်မှတ်ချက်များနှင့် မဆန့်ကျင်စေရ။)

(d) Wage/salary shall be paid in accordance with the agreement between the Employer and the Employee. Depending on the Employee's performance (and subject to the Minimum Wage Rules), the wage/salary may upon mutual agreement between the Employer and Employee be amended from time to time.

(င) လုပ်ခလစာပေးရေးနှင့်ပတ်သက်၍ တည်ဆဲအလုပ်သမားဥပဒေများနှင့်အညီ အလုပ်ရှင်နှင့် အလုပ်သမားတို့က လိုက်နာလုပ်ဆောင်ရမည်။

(e) With regard to the payment of wage/salary, the Employer and the Employee shall Comply with the prevailing labor laws.

၄။ အလုပ်အကိုင်တည်နေရာ

4. Location of the Enterprise

မြန်မာနိုင်ငံ၊ _____ တိုင်းဒေသကြီး/ပြည်နယ်၊ _____ မြို့နယ်၊ _____
(ရပ်ကွက်/ကျေးရွာ/စက်မှုဇုန်)၊ _____ လမ်း၊ အမှတ် (_____)။

Handwritten mark

Registered office address at no. , _____ street/road, _____
Ward/village/township/industrial zone _____, City _____, Region/state
Republic of the Union of Myanmar.

၅။ စာချုပ်သက်တမ်း
5. Contract Term

(က) ဤသဘောတူစာချုပ် သက်တမ်းမှာ _____ ရက်နေ့မှ _____ ရက်နေ့အထိ ()နှစ်၊
()လ၊ () ရက် ဖြစ်သည်။

(a) The term of the Employment Contract is _____ from the date of _____
to the date of _____ .

(ခ) အလုပ်သမားများဘက်မှ စာချုပ်ပါအချက်များကို ဖောက်ဖျက်ခြင်းမရှိပါကဤ သဘောတူစာချုပ်
သက်တမ်းကာလ တိုးပေးနိုင်သည်။ သို့ရာတွင် အလုပ်ရှင်သည် စာချုပ်သက်တမ်း
ကာလတိုးပေးခြင်းကို အကြောင်းမဲ့ခြင်းပယ်ခြင်းမပြုရ။

(b) The term of the Employment Contract may be extended, provided that the Employee
is not in breach of any provision of this contract. The Employer shall not refuse the
extension of the term of the Employment Contract without valid reasons.

(ဂ) အမြဲတမ်းဝန်ထမ်းသို့မဟုတ် အမြဲတမ်းအလုပ်သမား အဖြစ် ခန့်အပ်ထားပြီးပါက စာချုပ်
သက်တမ်းကို လုပ်ရှင်၊ အလုပ်သမားညှိနှိုင်း၍သတ်မှတ်ကာလထက် တိုး၍ဆောင်ရွက်နိုင်သည်။

(c) If the Employee is already employed as a permanent Employee or Staff of the Em-
ployer, the term of the Employment Contract may be extended by negotiation and upon
mutual agreement between the Employer and the Employee.

(ဃ) အလုပ်သမား၏စက်ရုံ၊အလုပ်ရုံ၊ အလုပ်ဌာန၊ ကုမ္ပဏီ၊ လုပ်ငန်းတွင် အလုပ်စတင်ဝင်ရောက်
သည့်နေ့မှစ၍ တစ်ဆက်တည်းဖြစ်သော လုပ်သက်များကို အလုပ်ရှင်မှရေတွက်ပေးရမည်။

(d) The Employer shall take into account the length of continuous service of the
Employee, starting from the date of commencement of employment at the current
factory/workshop/enterprise/company.

၆။ အလုပ်ချိန်
6. Working Hours

ပုံမှန်အလုပ်ချိန်ကို အောက်ပါအတိုင်း သတ်မှတ်ပါသည်-
The regular working hours are as follows:

(က) အလုပ်ချိန် _____ နာရီတိတိမှ _____ နာရီတိတိအထိ

(a) Working time from _____ to _____

- (ခ) အားလပ်ရက် _____ နာရီတိတိမှ _____ နာရီတိတိအထိ
- (b) Rest time from _____ to _____
- (ဂ) အားလပ်ရက် _____ နာရီတိတိမှ _____ နာရီတိတိအထိ
- (c) Meal time from _____ to _____

(လုပ်ငန်းသဘာဝအရ အလုပ်ရှင်၊အလုပ်သမားနှစ်ဦးနှစ်ဖက်ညှိနှိုင်း ၍ ဥပဒေနှင့်အညီ သက်ဆိုင်ရာသို့ တင်ပြခွင့်ပြုချက်ရယူပြီးပြောင်းလဲလုပ်ကိုင်နိုင်သည်။)

(Working hours may be amended depending on the nature of the enterprise and in accordance with the applicable labour laws by negotiation and upon mutual agreement between the Employer and the Employee; provided that any amendment of the working hours shall be submitted to the relevant authorities for approval.)

၇။ နားရက်၊ အလုပ်ပိတ်ရက်နှင့်ခွင့်ရက်
 7. Rest Days, Holidays and Leave Days

(က) နားရက်။ ရက်သတ္တပတ် တစ်ပတ်လျှင် သာမန်အားဖြင့် တနင်္ဂနွေနေ့ကို နားရက် အဖြစ်လည်းကောင်း၊ လုပ်ငန်းသဘာဝသဘာဝနှင့် နေရာဒေသ၏ ဓလေ့ ထုံးစံအရ တစ်ပတ်လျှင် အလုပ်နားရက် တစ်ရက်ကို အလုပ်ရှင်နှင့် အလုပ်သမား တို့၏ သဘောတူညီချက်ဖြင့် လည်းကောင်းသတ်မှတ်နိုင်သည်။ နားရက် တွင်တည်ဆဲ အလုပ်သမားဥပဒေများနှင့်အညီ လုပ်ခ လစာခံစားခွင့်ရှိသည်။

(a) Rest days -Ordinarily, Sunday shall be designated as the weekly rest day; alternatively, depending on the nature of the enterprise and local customs, the Employer and the Employee may upon mutual agreement designate any other day of the week as the weekly rest day. Wage/salary for the rest day shall be enjoyed in accordance with the applicable labor laws.

- (ခ) အလုပ်ပိတ်ရက်
- (b) Holidays

(၁) ပြည်ထောင်စုအစိုးရက နှစ်စဉ်အမိန့်ကြော်ငြာစာဖြင့်သတ်မှတ်ထားသော အများပြည်သူအလုပ်ပိတ်ရက် များ တွင် လုပ်ခလစာအပြည့်ဖြင့် အနားပေးရမည်။

(1) The Employee shall enjoy full payment of wage/salary on public holidays as prescribed annually by notification of the Union Government.

(၂) အကယ်၍အများပြည်သူအလုပ်ပိတ်ရက်နှင့် ရက်သတ္တပတ်အလုပ်ပိတ် ရက်တိုက်ဆိုင်

နေ့ပါက အများပြည်သူအလုပ်ပိတ်ရက်အဖြစ် သတ်မှတ်ရမည်။

(2) Where a public holiday and a rest day coincide, such day shall be considered a public holiday.

(ဂ) ခွင့်ရက်များ။ အလုပ်သမားကဥပဒေနှင့်အညီ ခွင့်တိုင်ကြားလျှင် အောက်ပါအတိုင်း ခွင့်ခံစားခွင့်ရှိသည်။

(c) Leave Days: Leave days may be enjoyed in accordance with the applicable labor laws upon request of the Employee as follows:

(၁) ရှောင်တခင်ခွင့်၊ အလုပ်စတင် ဝင်ရောက်သည့်နေ့ရက်မှ ၁၂ လ အတွင်း ရှောင်တခင်ခွင့် ၆ ရက်ကို လုပ်ခလစာ အပြည့်ဖြင့် ခံစားခွင့် ရှိသည်။ သက်ဆိုင်ရာနှစ်အတွင်း ခွင့်မယူလျှင် ထိုခွင့်ပျက်ပြယ်သည်။ တကြိမ်လျှင် ၃ ရက်ထက်ပို၍ ခွင့်ခံစားခွင့်မရှိပါ။ အခြားမည်သည့်ခွင့်နှင့်မျှ ပေါင်းစပ်ခံစားခွင့်မရှိပါ။

(1) Casual Leave: the Employee shall be entitled to six days of casual leave with payment of basic salary/wage for every twelve months of employment from the date of commencement of the employment. Casual leave shall expire if not enjoyed within the relevant year and may not be spent for more than three consecutive days at a time. Casual Leave may not be enjoyed in conjunction with any other type of leave.

(၂) လုပ်သက်ခွင့်။ လုပ်သက် ၁၂လတစ်ဆက်တည်းပြည့်ပြီး လစဉ်အနည်းဆုံး အလုပ်ဆင်းရက် ၂၀ ရက်ရှိပါက အခြေခံလုပ်ခလစာသို့ မဟုတ် မည်သည့်စရိတ်မျှ မပါသည့်အခြေခံနေ့တွက်နှုန်းဖြင့်တစ်နှစ်လျှင် တစ်ဆယ်ရက် တစ်ဆက်တည်းခံစားခွင့် ရှိသည်။ သို့ရာတွင် အလုပ်ရှင်၊ အလုပ်သမား သဘောတူညီချက်ဖြင့် လုပ်သက်ခွင့် တစ်ဆယ် ရက်ကို ခွဲ၍ ခံစားခွင့်ပြုနိုင်သည်။ ၂၀ ရက်အပြည့်မလုပ်ခဲ့သော လတိုင်းအတွက် မိမိလုပ်သက် ခွင့်ရက်မှ ခွင့်တစ်ရက်ကျစီ အဖြတ်ခံရမည်။

(2) Earned Leave: the Employee shall enjoy ten days of earned leave (consecutively or separately) per annum at basic salary/wage or basic daily wage excluding any allowances, provided that the Employee has completed twelve months of service with a minimum of twenty working days per month. Upon mutual agreement between the Employer and Employee, earned leave may be enjoyed at less than ten days per instance. For each month without the minimum of twenty working days, the Employer shall deduct one day from the earned leave entitlement of the Employee.

- (၃) ဆေးခွင့်။ လုပ်သက် (၆) လပြည့်ပြီးသူသည် အခြေခံလစာ ဖြင့်တစ်နှစ်လျှင်ဆေးခွင့်ရက် ပေါင်း (၃၀) ခံစားခွင့် ရှိသည်။ သို့ရာတွင်အနည်းဆုံးလုပ်သက် (၆)လပြည့်အောင်မလုပ်ခဲ့ရသေးလျှင်ဆေးလက်မှတ်ခွင့်ကိုလစာမရှိခွင့်ရက်အဖြစ်ခံစားခွင့်ရှိသည်။ လူမှုဖူလုံရေးဥပဒေအရအကျုံးဝင်အာမခံအလုပ်သမားဖြစ်ပါကယင်း ဥပဒေပါခံစားခွင့်အတိုင်းခံစားခွင့်ရှိသည်။
- (3) Medical Leave: upon completion of six months of service, the Employee shall be entitled to enjoy 30 days of medical leave per annum with basic pay. In case of service of less than six months, the Employee shall enjoy medical leave without pay. If the Employee is insured under the Social Security Law (2012), the Employee shall enjoy medical leave as provided therein.
- (၄) မီးဖွားခွင့်။ လုပ်သက် (၆) လပြည့်ပြီးသူသည် အခြေခံလစာဖြင့် မီးဖွားမီ (၆) ပတ်၊ မီးဖွားပြီး(၈) ပတ် ခံစားခွင့်ရှိသည်။
- (4) Maternity Leave: upon completion of six months of service, the Employee shall be entitled to enjoy six weeks of maternity leave before delivery and eight weeks after delivery with basic pay.
- (၅) အလုပ်သမား၏ မိသားစုဝင် သို့မဟုတ် မိဘနာရေးကိစ္စဖြစ်သည့်အခါ အနည်းဆုံး အခကြေးငွေမှ ဖြတ်တောက်ခြင်းမပြုဘဲ ၁၉၅၁ ခုနှစ် ခွင့်ရက်နှင့် အလုပ်ပိတ်ရက်အက်ဥပဒေအရ ခံစားခွင့်ရှိသည်။ အလုပ်သမား၏ဥပဒေပါခွင့်ခံစားမှုကုန်ဆုံးချိန်တွင် လစာမဲ့ခွင့်အနေဖြင့် ညှိနှိုင်းခံစားခွင့်ရှိသည်။
- (5) Funeral Leave: in the event of the death of a family member or the parents of the Employee, the Employee shall be entitled to enjoy funeral leave as prescribed under the Leave and Holidays Act (1951) without any deduction from minimum wage. If the statutory leave entitlement has been exhausted, the Employee shall enjoy leave without pay by negotiation and upon mutual agreement between the Employer and Employee.

၈။ အချိန်ပိုလုပ်ကိုင်ခြင်း

လုပ်ငန်းသဘောသဘာဝများအပေါ်မူတည်၍ အလုပ်ရှင်နှင့်အလုပ်သမားသဘောတူ ညီချက်ဖြင့် ဥပဒေသတ်မှတ်ချက်များ နှင့်အညီ အချိန်ပိုလုပ်ကိုင်နိုင်သည်။ အချိန်ပိုလုပ်ခကို သက်ဆိုင်ရာ ဥပဒေအရသတ်မှတ်ထားသည့်ပုံသေနည်းအတိုင်း တွက်ချက်ပေးရမည်။

8. Overtime

Depending on the nature of the enterprise, the Employer and Employee may mutually agree on the Employee working overtime in accordance with the applicable labor laws. The payment of overtime pay shall be computed in accordance with the formula prescribed by the applicable labor laws.

၉။ အလုပ်ချိန်အတွင်း အစားအသောက်အစီအစဉ်
ရှိ/မရှိ (ရှိလျှင်ဖော်ပြလိုပါကသီးခြားဖော်ပြနိုင်သည်။)

9. Provision of Meals during Working Hours

Provided/not provided (If provided, may be described separately if desired.)

၁၀။ နေရာထိုင်ခင်း

ရှိ/မရှိ (ရှိလျှင်ဖော်ပြလိုပါကသီးခြားဖော်ပြနိုင်သည်။)

10. Accommodation

Provided/not provided (If provided, may be described separately if desired.)

၁၁။ ဆေးဝါးကုသခြင်း

11. Medical Treatment

(က) ၂၀၁၂ ခုနှစ် လူမှုဖူလုံရေးဥပဒေနှင့် အကျုံးမဝင်သော အလုပ်သမားများအား အောက်
ပါတို့အတွက် အလုပ်ရှင်၏ ကုန်ကျစရိတ် ဖြင့် ဆေးဝါးကုသရန် စီစဉ် ပေးရမည်-

(a) For any Employee not covered by the Social Security Law (2012), the Employer shall provide at its own expense medical treatment in the following cases:

(၁) လုပ်ငန်းခွင်ထိခိုက်ဒဏ်ရာရရှိမှု၊

(1) Workplace injury;

(၂) လုပ်ငန်းခွင်ဆိုင်ရာ ရောဂါရရှိမှု၊

(2) Work-related disease; and/or

(၃) လုပ်ငန်းခွင်အတွင်း ဖျားနာမှု၊

(3) Sickness at the workplace.

- (ခ) ၂၀၁၂ ခုနှစ် လူမှုဖူလုံရေးဥပဒေနှင့် အကျုံးမဝင်သော အလုပ်သမားများအတွက် သက်ဆိုင်ရာ ဥပဒေ နှင့်အညီ ဆေးဝါးကုသခွင့်ရှိသည်။
- (b) Any Employee covered by the Social Security Law (2012) shall enjoy medical treatment in accordance with the applicable law.
- (ဂ) ၂၀၁၂ ခုနှစ် လူမှုဖူလုံရေးဥပဒေနှင့်အကျုံးမဝင်သော အလုပ်သမားများ အတွက် အလုပ်ကိုအကြောင်းပြု၍ ထိခိုက်ဒဏ်ရာရမှုများအတွက် သက်ဆိုင်ရာ အလုပ်သမား လျော်ကြေးဥပဒေနှင့် အညီ ဆောင်ရွက်ပေးရမည်။
- (c) Work-related injuries of Employees not covered by the Social Security Law (2012) shall be handled in accordance with the applicable Workmen's Compensation Act (1923).

၁၂။ အလုပ်ခွင်သို့ကြို၊ ပို့ယာဉ်စီစဉ်ပေးခြင်းနှင့် ခရီးသွားလာခြင်း
 ရှိ/မရှိ (ရှိလျှင်ဖော်ပြလိုပါကသီးခြားဖော်ပြနိုင်သည်။)

12. Ferry Arrangement to/from the Workplace

Provided/not provided (If provided, may be described separately if desired.)

၁၃။ အလုပ်သမားများလိုက်နာရမည့်စည်းကမ်းချက်များ

အလုပ်သမားများလိုက်နာရမည့်စည်းကမ်းချက်များကို အောက်ပါအတိုင်း အမျိုးအစား ခွဲခြား သတ်မှတ်၍အရေးယူမှုအဆင့်ဆင့်အပါ အဝင်နောက်ဆက်တွဲများအဖြစ် ဤစာချုပ်တွင် ထည့်သွင်း ချုပ်ဆို သည်။

13. Employment Rules

Employment Rules, specifying different categories of misconduct and levels of disciplinary action, are attached to this Employment Contract as annexures and shall be complied with by the Employee:

- (က) နောက်ဆက်တွဲ(က) သာမန်ပြစ်မှုများနှင့်အရေးယူမှု
- (a) Annexure A: Ordinary misconduct and disciplinary action; and/or
- (ခ) နောက်ဆက်တွဲ(ခ) ကြီးလေးသောပြစ်မှုများနှင့်အရေးယူမှု
- (b) Annexure B: Grave misconduct and disciplinary action.

မှတ်ချက်။ စက်မှုဇုန်တွင်ထုတ်ပြန်ထားသောကျင့်ဝတ်များကို နမူနာယူနိုင်ပြီး လုပ်ငန်းသဘော သဘာဝနှင့်ကိုက်ညီစွာ သတ်မှတ်နိုင်သည်။ လုပ်ငန်းခွင်စည်းကမ်းများကို အလုပ်ရှင်၊ အလုပ်သမားနှစ်ဦးစပ်ညှိနှိုင်း၍သတ်မှတ်နိုင်သည်။

Note: Employment Rules may be prescribed in accordance with the nature of the enterprise (taking the code of conduct issued by the Industrial Zone as reference). The

Employer and Employee may upon mutual agreement prescribe Workplace Regulations.

၁၄။ အလုပ်ရှင်စေလွှတ်သည့်သင်တန်းသို့ တက်ရောက်ပါက ယင်းသင်တန်းတက်ရောက်ပြီးနောက် ဆက်လက် တာဝန်ထမ်းဆောင်ရန်အလုပ်သမားက သဘောတူညီသည့်ကာလကန် သတ်ချက် (သင်တန်း)

14. Training and Bond Period after Training

- (က) သင်တန်းကို အလုပ်အကိုင်နှင့် ကျွမ်းကျင်မှုဖွံ့ဖြိုးတိုးတက်ရေးဥပဒေအရ နှစ်ဦးသဘောတူညီနှိုင်းဆောင်ရွက်နိုင်သည်။
- (a) Training may be carried out in accordance with the Employment and Skills Development Law (2013) upon mutual agreement between the Employer and Employee.
- (ခ) လုပ်ငန်းခွင်ကျွမ်းကျင်မှုဆိုင်ရာ သင်တန်းတက်ရောက်ခြင်းနှင့် စပ်လျဉ်း၍ သဘောတူ စာချုပ်ကို ဥပဒေနှင့်အညီ သီးခြားချုပ်ဆိုရမည်။
- (b) A separate agreement shall be executed in accordance with the applicable labour laws in respect of any training.

၁၅။ အလုပ်မှ နှုတ်ထွက်ခြင်းနှင့် အလုပ်မှ ရပ်စဲခြင်း

15. Resignation and Termination

- (က) အလုပ်မှ နှုတ်ထွက်ခြင်း
- (a) Resignation
 - (၁) အတည်ပြုခန့်ထားသော အလုပ်သမားသည် အလုပ်တာဝန်မှ နှုတ်ထွက်လိုပါက အကြောင်းကြား စာကို သက်ဆိုင်ရာလုပ်ငန်းခွဲ တာဝန်ခံမှတစ်ဆင့် အလုပ်ရှင် သို့မဟုတ် မန်နေဂျာ သို့မဟုတ် စီမံအုပ်ချုပ်သူထံသို့ အနည်းဆုံးတစ်လကြိုတင်၍ အကြောင်းကြားရမည်။
 - (1) Upon confirmation of employment, the Employee shall, if desirous of resigning from work, give at least one months' notice in advance to the Employer, Manager or Administrator.
 - (၂) အလုပ်မှ တရားဝင် နှုတ်ထွက်ခွင့်ပြုရာတွင် အလုပ်သမားသည် မိမိအား ထုတ်ပေးထားသည့် လစာကတ်၊ ဝန်ထမ်းကတ်၊ လုပ်ငန်းသုံးပစ္စည်းနှင့် ကိရိယာများကို ပြန်လည်ပေးအပ်ရမည့်အပြင် မိမိတာဝန်ယူထားသည့် စာရင်းများ၊ ငွေကြေးများ၊ စွဲငွေများကိုလည်း အလုပ်ရှင်ထံသို့ စနစ်တကျ လွှဲပြောင်းပေးအပ်ရမည်။

(2) Upon confirmation of resignation, the Employee shall return the salary card, employee card, work-related equipment, materials, accounts, monies and assets entrusted to Employer.

(၃) အလုပ်သမားသည် အလုပ်မှနှုတ်ထွက်လိုပါကတစ်လကြိုတင်၍အကြောင်းကြားရမည် ဖြစ်ပြီး အလုပ်ရှင်မှ အလုပ် ရပ်စဲမှု နှစ်နာကြေး ပေးရန်မလိုဘဲ ရရန်ရှိသည့် အမှန်တကယ် အလုပ်လုပ်ခဲ့ သည့် ရက်များအတွက် လုပ်ကျေ့ငွေနှင့် လုပ်သက်ခွင့်ကို ခံစားခွင့်ပေးပြီး နှုတ်ထွက်ခွင့်ပြုရမည်။

(3) The Employee shall give at least one months' prior notice to the Employer if the Employee is desirous of resigning from work. The Employer shall permit the resignation with disbursement of any outstanding salary/wage for the days actually worked and remaining earned leave days, but shall not be required to pay severance pay to the Employee.

(၄) အထက်အပိုဒ်ခွဲငယ် (၃) ပါအတိုင်း အလုပ်မှ နှုတ်ထွက်ခွင့်ပြုရာတွင် အလုပ်ရှင် ၏ ကုန်ကျစရိတ်ဖြင့်သင်တန်းတက်ရောက်ထားသည့်အလုပ်သမားများအတွက် အလုပ်အကိုင် နှင့်ကျွမ်းကျင်မှုဖွံ့ဖြိုးတိုးတက်ရေး ဥပဒေပါ အတိုင်း ဆောင်ရွက်ရမည်။

(4) Any Employee who attended training paid for by the Employer shall be subject to the relevant provision of the Employment and Skills Development Law (2013) in the event of a resignation from work in accordance with the above sub-sub-paragraph (3).

(ခ) အလုပ်မှ ရပ်စဲခြင်းထုတ်ပယ်ခြင်း

(၁) အလုပ်ရှင်သည် အလုပ်သမားအား အလုပ်ရပ်စဲသည့်အခါ ခိုင်လုံသော အကြောင်းပြချက်ဖြင့် မှတ်တမ်းမှတ်ရာများဆောင်ရွက်ထားရှိပြီး ရုံးအမိန့်စာဖြင့် အလုပ်ရှင် သို့မဟုတ် အလုပ်ရှင်တိုယ်စားတာဝန်ရှိသူက လက်မှတ်ရေးထိုး၍ အလုပ်သမားအား ပေးပြီးမှ အလုပ်မှရပ်စဲရမည်။ အလုပ်သမားအား အလုပ်မှ ရပ်စဲခြင်း ထုတ်ပယ်ခြင်း ကိစ္စရပ်များ အားလုံးသည် အလုပ်ရှင်တွင်သာ တာဝန်ရှိသည်။

(a) Termination

(1) If the Employer terminates the employment of the Employee, the Employer or a person on behalf of the Employer shall sign and give the Employee an official notice and keep records of the reason for the termination. The

Employer shall solely be responsible for all matters regarding the termination or dismissal of the Employee.

(၂) သတ်မှတ်ထားသောစည်းကမ်းချက်များကို ဖောက်ဖျက်ကျူးလွန်သည့် အလုပ်သမားများအား သာမန်ပြစ်မှုများအတွက် ပထမအကြိမ် စာဖြင့်သတိပေးခြင်း၊ ဒုတိယအကြိမ်စာဖြင့် သတိပေးခြင်း၊ တတိယအကြိမ် ဝန်ခံကတိလက်မှတ်ရေး ထိုးစေခြင်း စသည့် သတိပေးခြင်း ၃ ကြိမ်ပြုလုပ်ပြီးနောက် ၁၂ လ အတွင်း အလုပ်သမားသည် သာမန်ပြစ်မှုကို ထပ်မံကျူးလွန်ခဲ့လျှင် အလုပ်ရှင်သည် နစ်နာကြေးပေးရန် မလိုဘဲအလုပ်မှ ရပ်စဲ နိုင်သည်။ သာမန်ပြစ်မှုတစ်ခု ကျူးလွန်ပြီးပါက ၁၂လအတွင်း နောက်ထပ်ပြစ်မှု တစ်စုံတစ်ရာကျူးလွန်ခြင်းမရှိလျှင်ဖြစ်စေ တတိယအကြိမ် ကျူးလွန်ခဲ့ပြီးနောက် (၁၂) လအတွင်း ထပ်မံကျူးလွန်ခဲ့ခြင်းမရှိလျှင်ဖြစ်စေ ထိုကျူးလွန်ခဲ့သော ပြစ်မှုအားလုံးကို အလုပ်ရှင်မှ ချေဖျက်ပေးရမည်။

(2) If the Employees violates the prescribed rules, the Employee shall – for ordinary misconduct – be given a written warning for the first violation, a written warning for the second violation and sign an undertaking for the third violation. In the event of any further violation within twelve months after the third violation, the Employer may terminate the employment of the Employee without payment of severance pay/compensation. If the Employee does not commit any further violation within twelve months from the third violation, or if no other violation is committed within twelve months after a case of ordinary misconduct, all previously committed violations shall be cancelled.

(၃) အထက်အပိုင်းခွဲငယ်(၁)မှအပ အလုပ်သမားများအား တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ စည်းမျဉ်းစည်းကမ်းများနှင့်အညီ အလုပ်ရှင်က တစ်လကြိုတင် အကြောင်းကြား၍ သတ်မှတ်ထားသည့်နစ်နာကြေးပေးပြီး အလုပ်မှ ရပ်စဲနိုင်သည်။ သို့ရာတွင် ဥပဒေပြဌာန်းချက်၊ လုပ်ထုံး လုပ်နည်းများနှင့်ဆန့်ကျင်၍ အလုပ်သမားအား အလုပ် ထုတ်ခြင်းမျိုးမဖြစ်စေရ။

(3) Other than in accordance with above sub-sub-paragraph (1), the Employer may terminate the employment by giving at least one months' prior notice to the Employee and payment of severance pay in accordance with the

applicable labour laws. The Employee shall however not be dismissed in contravention of provisions of law and regulations.

- (၄) လုပ်သားလျှော့ချခြင်း၊ အလုပ်သမားအား အလုပ်မှရပ်စဲခြင်းတို့အတွက် အလုပ်ရှင်သည် အလုပ်သမားအဖွဲ့ အစည်းမရှိပါက အလုပ်သမားရေးရာ လုပ်ငန်းညှိနှိုင်းရေးကော်မတီနှင့်ညှိနှိုင်းဆောင်ရွက်ရမည်။ အလုပ်သမားအဖွဲ့အစည်း ရှိပါက အလုပ်သမားအဖွဲ့အစည်း၏ ကိုယ်စားလှယ်နှင့် အလုပ်သမားရေးရာ လုပ်ငန်းညှိနှိုင်းရေးကော်မတီ၏ကိုယ်စားလှယ်တို့ပူးပေါင်း၍ အလုပ်ရှင်သို့မဟုတ် အလုပ်ရှင် ကိုယ်စားလှယ်နှင့် ညှိနှိုင်းဆောင်ရွက်ရမည်။
- (4) In the absence of a Labour Organization, the Employer shall coordinate with a Labour Affairs Negotiation Work Committee in respect of redundancies and termination of employment of Employees. If a Labour Organization has been formed, a representative of the Labour Organization and a representative of the Labour Affairs Negotiation Work Committee shall jointly negotiate with the Employer or his representative.

၁၆။ စာချုပ်ရပ်စဲခြင်း။

16. Termination of Employment Contract

အောက်ပါအချက်များကြောင့် သဘောတူစာချုပ် ရပ်စဲနိုင်သည် -

The Employment Contract may be terminated for the following reasons:

- (က) စက်ရုံ/အလုပ်ရုံ၊ အလုပ်ဌာန၊ ကုမ္ပဏီ၊ လုပ်ငန်းဖျက်သိမ်းခြင်း။
- (a) Winding up of the factory/workshop;
- (ခ) မမျှော်မှန်းနိုင်သော ဖြစ်ရပ်ကြောင့် လုပ်ငန်း ရပ်ဆိုင်းသွားခြင်း။
- (b) Cessation of the Employer's business by reason of unforeseeable events; and/or
- (ဂ) အလုပ်သမားသေဆုံးခြင်း။
- (c) Death of the Employee.

၁၇။ စာချုပ်ပါစည်းကမ်းချက်အတိုင်းတာဝန်ရှိမှုများ

17. Contractual Obligations

- (က) အလုပ်ရှင်၏ တာဝန်ဝတ္တရားများ
- (a) Obligations of the Employer:
 - (၁) အသင်းအဖွဲ့ဝင်ဖြစ်မှု၊ လူမျိုး၊ ဘာသာ၊ ကျား/မ၊ အသက်အရွယ်ကွာခြားမှု အပေါ် မူတည်၍ ခွဲခြား ဆက်ဆံခြင်း၊ တန်းတူအခွင့်အရေးမပေးခြင်းတို့ကို မပြုလုပ်ရ။

NA

(1) The Employer shall not discriminate or deny equal treatment to the Employee based on union membership, race, religion, gender or age;

(၂) မြန်မာနိုင်ငံသို့ လာရောက်အလုပ်လုပ်ကိုင်သည့် နိုင်ငံခြားသား အလုပ်ရှင်များ၊ ကြီးကြပ်သူများ၊ ပညာရှင်များနှင့် မိသားစုဝင်များသည် မြန်မာနိုင်ငံ၏ တည်ဆဲ ဥပဒေများ၊ ယဉ်ကျေးမှုနှင့် ဓလေ့ထုံးစံများကို လေးစားလိုက်နာရမည်။

(2) Foreign Employers, supervisors, professionals and family members shall respect and abide by the applicable laws as well as the culture and customs of the Re- public of the Union of Myanmar;

(၃) တည်ဆဲအလုပ်သမားရေးရာ ဥပဒေများအပါအဝင် မြန်မာနိုင်ငံ၏ တည်ဆဲအခြား ဥပဒေများကို လေးစားလိုက်နာရမည်။

(3) The Employer shall respect and comply with the applicable laws of the Republic of the Union of Myanmar;

(၄) ဥပဒေနှင့်အညီ တရားစွဲဆိုခွင့်နှင့်တရားစွဲဆိုခံနိုင်ခွင့်ရှိရမည်။

(4) The Employer shall have the right to sue and be sued in accordance with the applicable laws;

(၅) အလုပ်ရှင်သည် အလုပ်သမားများ၏ ရပိုင်ခွင့်များ၊ ခံစားပိုင်ခွင့်များနှင့် စပ်လျဉ်း၍ အလုပ်သမားများ အား ပွင့်လင်းစွာ အသိပေးထားရမည်။

(5) The Employer shall inform the Employee about their rights and benefits of the employment; and

(၆) အလုပ်ရှင်သည်လုပ်ငန်း၏လိုအပ်ချက်အရ လုပ်ငန်းခွင်ဘေးအန္တရာယ် ကင်းရှင်းရေးကို

အထူးဦးစားပေးဆောင်ရွက်ရမည်။

(6) The Employer shall give special priority to workplace safety and health in ac-

cordance with the needs of the business.

(ခ) အလုပ်သမားများ၏တာဝန်ဝတ္တရားများ

(b) Employee's obligations

(၁) အလုပ်သမားသည် လုပ်ငန်း၏လိုအပ်ချက်အရ ထုတ်ပြန်ထားသော လုပ်ငန်းခွင်ဘေးအန္တရာယ် ကင်းရှင်းရေး ဆိုင်ရာ ညွှန်ကြားချက်များကို လိုက်နာဆောင်ရွက်ရမည်။

(1) The Employee shall comply with instructions issued in accordance with needs of the enterprise concerning the workplace safety and health;

(၂) လုပ်ငန်းခွင် အတွင်းသို့ မဝင်ရောက်မှီ လုပ်ငန်းလိုအပ်ချက် အရ သတ်မှတ်ထားသော လုပ်ငန်းခွင် အကာအကွယ်ပေးရေး ပစ္စည်းများကို စနစ်တကျဝတ်ဆင်ရမည်။

(2) Before entering the workplace, the Employee shall wear workplace safety equipment as prescribed in accordance with the operational needs of the Employer;

(၃) လုပ်ငန်းခွင်နှင့်အလုပ်ချိန်အတွင်း မူးယစ်ဆေးဝါးများကို သောက်စားခြင်း၊ လုပ်ဖော်ကိုင်ဖက် များကိုစိတ်ဖြိုငြင်အောင်နှောင့်ယှက်ခြင်းအန္တရာယ်ပေးခြင်း၊ ကိုယ်ထိလက်ရောက် ကျူးလွန် ဖော်ကားခြင်းများမပြုလုပ်ရ။

(3) The Employee shall refrain from consuming intoxicants or causing harassment, danger or physical harm to colleagues at the workplace and during working hours;

(၄) အလုပ်ရှင်မှကြိုတင်ဖွင့်ဟထားသည့် လျှို့ဝှက်အပ်သော သတင်းအချက်အလက်များကို ပြင်ပသို့ မပေါက်ကြားအောင်ထိန်းသိမ်းရမည်။ အခွင့်အမိန့်မရှိဘဲ လုပ်ငန်းနှင့်ဆိုင်သော စာရွက်စာတမ်းများ၊ စာရင်းများ၊ မှတ်တမ်းများကို ထုတ်နှုတ်အသုံးပြုခြင်း၊ ကူးယူခြင်း၊ ဖယ်ရှားခြင်း၊ ဖျောက်ဖျက်ခြင်း၊ ပြင်ပသို့ယူဆောင်သွားခြင်းမပြုရ။

(4) The Employee shall not, without permission, disclose confidential information of the Employer. The Employee shall not extract, use, copy, remove, delete and/or carry outside any documents, accounts and/or records related to the business of the Employer;

(၅) အလုပ်ရှင်နှင့် အလုပ်သမားကိုယ်စားလှယ်များ ညှိနှိုင်းသဘောတူညီ ထားသည့်အခါ အားလျော်စွာ ထုတ်ပြန်ထားသည့်စည်းမျဉ်းစည်းကမ်းများကို လိုက်နာရမည်။

(5) The Employee shall abide by the rules and regulations issued from time to time upon mutual agreement between representatives of the Employer and Employee;

(၆) အလုပ်သမားသည် တည်ဆဲဥပဒေများအတိုင်း ထည့်ဝင်ပေးဆောင်ရမည့် အခွန်အခများကို သတ်မှတ်နှုန်းထားများအတိုင်း ပေးဆောင်ရမည်။

(6) The Employee shall pay taxes and fees in accordance with the applicable laws;

- (၇) တည်ဆဲအလုပ်သမားရေးရာ ဥပဒေများကို လေးစားလိုက်နာရမည်။
- (7) The Employee shall respect and comply with the applicable labour laws; and
- (၈) ဥပဒေနှင့်အညီ တရားစွဲဆိုခွင့်နှင့် တရားစွဲဆိုခံနိုင်ခွင့် ရှိရမည်။
- (8) The Employee shall have the right to sue and be sued in accordance with the applicable laws.

၁၈။ အလုပ်ခန့်ထားမှုဆိုင်ရာသဘောတူညီချက်စာချုပ်အားအလုပ်ရှင်နှင့်အလုပ်သမားနှစ်ဦး သဘောတူ ဖျက်သိမ်းခြင်း။

18. Cancellation of the Employment Contract by mutual agreement between the Employer and Employee

အလုပ်ရှင်နှင့် အလုပ်သမားနှစ်ဦးနှစ်ဖက် သဘောတူညီချက်ဖြင့် မူလချုပ်ဆိုထားသော အလုပ်ခန့်ထားမှု ဆိုင်ရာသဘောတူညီချက် စာချုပ်အားဖျက်သိမ်းနိုင်သည်။

The Employment Contract originally executed may be cancelled upon mutual agreement between the Employer and Employee.

၁၉။ အခြားကိစ္စရပ်များ (အလုပ်ရှင်နှင့်အလုပ်သမားအငြင်းပွားမှုများကိုဖြေရှင်းခြင်း)

19. Other matters (resolution of disputes between Employer and Employee)

အလုပ်ရှင်နှင့် အလုပ်သမားများအငြင်းပွားမှုများပေါ်ပေါက်ပါက နှစ်ဦးနှစ်ဖက် ညှိနှိုင်းဖျန်ဖြေသည့်နည်းဖြင့် ဖြေရှင်းရမည်။ အကယ်၍ ပြေလည်အောင် ဖြေရှင်းနိုင်ခြင်းမရှိပါက ၂၀၁၂ ခုနှစ် အလုပ်သမားရေးရာ အငြင်းပွားမှုဖြေရှင်းရေးဥပဒေနှင့် တည်ဆဲဥပဒေများအတိုင်း ဖြေရှင်းဆောင်ရွက်ရမည်။

Any dispute arising between the Employer and Employee shall be resolved through mediation. If a resolution cannot be achieved, the dispute shall be resolved in accordance with the applicable labour laws (including the Labour Disputes Resolution Law (2012)).

၂၀။ စာချုပ်စည်းကမ်းများကို သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်းနှင့်ဖြည့်စွက်ခြင်း

20. Regulation, modification and addition of contract terms

အတည်ပြုလက်မှတ်ရေးထိုးပြီးသော အလုပ်ခန့်ထားမှုဆိုင်ရာ သဘောတူညီချက်စာချုပ်ကို သက်ဆိုင်ရာ မြို့နယ် အလုပ်အကိုင်နှင့် အလုပ်သမားရှာဖွေရေးရုံးများသို့ ပေးပို့ပြရမည်။ ထို့ပြင်တည်ဆဲအလုပ်သမား ဥပဒေများနှင့်အညီပြင်ဆင်ခြင်းနှင့်ဖြည့်စွက်ခြင်းပြုလုပ်လိုပါက အလုပ်ရှင်နှင့်အလုပ်သမားနှစ်ဦးနှစ်ဖက် ညှိနှိုင်းဆွေးနွေးပြင်ဆင်ဖြည့်စွက်ပြီးနောက်အဆိုပါ သဘောတူစာချုပ်အသစ်ကို လည်းတင်ပြရမည်။

The signed Employment Contract shall be sent to the relevant Township Labour Office. Any amendment of the registered Employment Contract shall be in accordance with the applicable labour laws, be negotiated by the Employer and Employee and sent to the relevant Township Labour Office.

၂၁။ အထွေထွေ

21. Miscellaneous

- (က) အလုပ်သမားသည် အလုပ်သမားဥပဒေနှင့် ဆက်စပ်လျက်ရှိသောဥပဒေများတွင် ပါဝင်သည့် ရပိုင်ခွင့်များ အကာအကွယ်နှင့် အကျိုးခံစားခွင့်အားလုံးကို ခံစားခွင့်ရှိသည်။
- (a) The Employee shall be entitled to enjoy all rights, protections and benefits provided by the applicable labour law and other related laws.
- (ခ) လိုအပ်ပါကတည်ဆဲဥပဒေများနှင့်မဆန့်ကျင်သော သက်ဆိုင်ရာ လုပ်ငန်းခွင်သဘာဝအရ ထုတ်ပြန်ထားသည့်တည်မြဲအမိန့်နှင့်အလုပ်ခွင်အတွင်းလိုက်နာရန် စည်းမျဉ်းစည်းကမ်းနှင့် ရပိုင်ခွင့်များကို ဤစာချုပ်၏တစ်စိတ်တစ်ဒေသအဖြစ်မှတ်ယူရမည်။
- (b) Any employment manual of the Employer prescribing work place regulations and rights, which does not contravene prevailing laws, shall be deemed a part of this Employment Contract.
- (ဂ) အလုပ်ခန့်ထားမှုဆိုင်ရာသဘောတူညီချက်စာချုပ်အား လုပ်ငန်း၏သဘောသဘာဝအရ တည်ဆဲ အလုပ်သမားဥပဒေများပါရပိုင်ခွင့်နှင့်အခွင့်အရေးများအောက် ယုတ်လျော့ခြင်းမရှိဘဲ အပြည်ပြည်ဆိုင်ရာစံချိန်စံညွှန်းများနှင့်အညီ သက်ဆိုင်ရာ စက်ရုံအလုပ်ရုံ၊ အလုပ်ဌာန၊ ကုမ္ပဏီ၊ လုပ်ငန်းမှ အလုပ်ရှင်နှင့် ၅၀ ရာခိုင်နှုန်းထက်ကျော်သော အလုပ်သမားများ၏ သဘောတူညီချက်ဖြင့် ပြင်ဆင်ဖြည့်စွက်နိုင်သည်။
- (c) The Employment Contract may upon mutual agreement between the Employer and the majority of Employees be amended in accordance with the nature of the enterprise and subject to the applicable labour laws and international standards.

အလုပ်သမား၏လက်မှတ်

အလုပ်ရှင်(သို့မဟုတ်)

(သို့မဟုတ်)

မန်နေဂျာ (သို့မဟုတ်)

လက်ခံလက်မှတ်/Employee

စီမံအုပ်ချုပ်သူ/Employer

လက်မှတ် (Sign) _____

လက်မှတ် (Sign) _____

အမည် (Name) _____

အမည် (Name) _____

ရာထူး/အဆင့် (Position) _____

ရာထူး/အဆင့် _____

နိုင်ငံသား စိစစ်ရေး _____

နိုင်ငံသား စိစစ်ရေး _____

ကတ်ပြားအမှတ်(သို့မဟုတ်)

ကတ်ပြားအမှတ်(သို့မဟုတ်)

နိုင်ငံကူးလက်မှတ်အမှတ် (NRC/Passport)

နိုင်ငံကူးလက်မှတ်အမှတ်

လုပ်ငန်း/ဌာန _____

လုပ်ငန်း/ဌာန _____

ရက်စွဲ _____

ရက်စွဲ _____

အလုပ်သမားအသိသက်သေ

အလုပ်ရှင်အသိသက်သေ

Witness for the Employee

Witness for the Employer

လက်မှတ် (Sign) _____

လက်မှတ် (Sign) _____

အမည် (Name) _____

အမည် (Name) _____

ရာထူး/အဆင့် _____

ရာထူး/အဆင့် _____

နိုင်ငံသားစိစစ်ရေး _____

နိုင်ငံသားစိစစ်ရေး _____

ကတ်ပြားအမှတ်(သို့မဟုတ်)

ကတ်ပြားအမှတ်(သို့မဟုတ်)

နိုင်ငံကူးလက်မှတ်အမှတ်

နိုင်ငံကူးလက်မှတ်အမှတ်

လုပ်ငန်း/ဌာန _____

လုပ်ငန်း/ဌာန _____

ရက်စွဲ _____

ရက်စွဲ _____

no

အတည်ပြုလက်မှတ်ရေးထိုးပါသည်။

လက်မှတ်: _____

အမည်: _____

ခရိုင်/ မြို့နယ် ဦးစီးအရာရှိ

အလုပ်သမားညွှန်ကြားရေးဦးစီးဌာန

_____ ခရိုင် / မြို့နယ်

ရက်စွဲ: _____ ၊

NA

WinCom Workforce Solutions Co. Ltd.
43/44, 2nd Floor, MMM Building, Strand Road,
Ahlong Township, Yangon, Myanmar.
<http://www.wincomsolutions.com>

Phone - 09 2627 88800

To: Italian Agency for Development Cooperation (AICS) – Yangon Office
41-27, Inya Myaing, Shwe Taung Gone
Bahon Township, Yangon
yangon@aics.gov.it

**Ref: “FONDO UNICO per l’assistenza tecnica ai partner locali (MY-CTAF)” – AID 11758” -
Cluster Fund for Technical Assistance**

Date 20/04/2020

1. Recruitment of 2 (two) Burmese External Consultants

The selected Outsourcing Company will carry out a selection process to identify 2 (two) Burmese External Consultants with adequate skills and competencies.

Description	Total price (lump sum) [Euro]
Contracting of 2 Burmese External Consultants as per AICSY requirements and followings, as per relevant Myanmar Law*	1.000,00

****Quotation of this service should not exceed Euro 1.000,00**

- The contractor’s remuneration is the management fee that cannot exceed the 13% on the gross amount for the technical assistance services with reference to each category of External Human Resource.
- The prices given in Euro in the table below cannot be modified during the duration of the contract.



43/44, 2nd Floor, MMM Building, Strand Road, Ahlong Township, Yangon, Myanmar.
Ph: 09 2627 88800/ 09 4500 97422

www.wincomsolutions.com

Category of Experts	Monthly amount including taxes (EUR) A	Management cost not exceeding 13% on Gross Monthly amount (EUR) B	Gross Monthly amount including management cost (EUR) C = A+B	Total price for 8 months (EUR) D= (C*8)
Burmese External Consultant (Junior Finance and Logistics Assistant)	525	68	593	4.744,00
Burmese External Consultant (Junior Executive Assistant)	695	90	785	6.280,00
TOTAL	1.220,00	158,00	1.378,00	11.024,00

The total prices constitute the Bidder's final offer in response to this Invitation to Bid.

- The gross monthly amounts depend on the qualifications of the experts following the classification in categories defined in the Terms of Reference.
 - 1 (one) Burmese External Consultant - Junior Finance and Logistics Assistant - the net monthly amount is determined as Euro 500,00.
 - 1 (one) Burmese External Consultant - Junior Executive Assistant - the net monthly amount is determined as Euro 650,00.
- The External Consultants will provide technical assistance services for 8 months.
- The Outsourcing Organization is responsible for the payment of all taxes and government dues as may be applicable. In no case the AICSY will be responsible to pay taxes for the Service Contract.
- No additional remuneration can be paid for extra working hours.
- The management fees over the 13% of the gross amount for each category of experts will not be accepted.
- The total price for the management of the External Consultant for 8 months should not exceed Euro 14.000,00.

4. **Medical check-up**

The medical check-up for the External Consultant will be provided by the Outsourcing Company, before the assignment of the person to AICS Yangon Office, in order to ensure AICS that the



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selected consultants are fit for work. The maximum budget for the medical check-up is fixed in Euro 400,00.


The reimbursement of the medical check-up cost to the Outsourcing Company will be made upon the submission of the suitable invoice, comprehensive of the overall cost and the payment receipt.

5. Insurance

The Outsourcing Company will have to provide an adequate Insurance to the External Consultants. Once the outsourcing contract is awarded the Outsourcing Company will propose to AICSY an Insurance for the External Consultants. AICSY will then approve the proposed insurance. The reimbursement of the Insurance cost to the Outsourcing Company will be made upon the submission of the suitable invoice, comprehensive of the overall cost and the payment receipt. The maximum budget for the insurance is fixed in Euro 1.600,00.

6. Total amount of the Economic Offer

Item	Description	Amount [Euro]
1	Selection and contracting of a 2 Burmese External Consultants	1.000,00
2	Outsourcing services for the management of an External Consultant (international junior expert)	11.024,00
3	Medical Check-up	360
4	Insurance	1.600,00
TOTAL AMOUNT OF THE ECONOMIC OFFER		13.984,00

Name	MR. KSHITIJ CHAUDHARY
Firm and Position	WINCOM WORKFORCE SOLUTIONS CO. LTD. (DIRECTOR)
Signature	
Date	20. April . 2020



