



**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**N° CIG 849278865D**

**FINANCED BY**

AID 11758 “CLUSTER FUND FOR TECHNICAL ASSISTANCE - MYANMAR”

CAP 2171 – BUDGET YEAR 2021 “FUNZIONAMENTO”

AID 11121 “COORDINATION AND PROJECTS IMPLEMENTATION FUND - VIETNAM”

Italian Agency for Development Cooperation – AICS Yangon  
41-27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon  
Tel: +95 1 7538730, +95 1 7538732  
(‘the contracting authority’),

of the one part,

and

Wincom Workforce Solutions Co. Ltd  
Main registration no. 102426169  
No. 43/44, MMM Building, Strand Road, Ahlone Township, Yangon, Myanmar  
VAT number A KHA/740(2020-2021),

(‘the contractor’)

of the other part,

have agreed as follows:

**CONTRACT TITLE**

**Service of outsourcing of staff for AICS Yangon (Yangon and Hanoi Office)**

**in Myanmar and in Vietnam**

**Identification number CIG 849278865D**

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: segreteria.yangon@aics.gov.it  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)





**(1) Subject**

- 1.1 The subject of this contract is Service of outsourcing of staff for AICS Yangon (Yangon and Hanoi Office) done in Myanmar and in Vietnam with identification number CIG 849278865D ('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 **105.757,00**

Myanmar (AID 11758): Euro **19.494,00**.

Myanmar (CAP 2171): Euro **23.258,00**.

Vietnam (AID 11121): Euro **63.005,00**.

In case of significant changes on the expected work load as specified in point 4.2 of the Terms of Reference (Annex II) the parties can agree on a revision of the total contract, given that the revision of the amount cannot be higher than the 10% of the initial value as specified in point 2.11.1 letter c) of the Procurement and Grants or European Union external actions - Practical Guide. In any case the final value of the contract cannot be above Euro 125.000,00.

**(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 [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
- the organisation and methodology (including clarification from the tenderer provided during tender evaluation) (Annex III);
- Budget (Annex IV);
- specified forms and other relevant documents (Annex VI);

**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**

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)



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

**(5) Other specific conditions applying to the contract**

For the purpose of Article 42 of the general conditions, the controller for the processing of personal data is the Head of Office – AICS Yangon.

As per Decree (Determina a contrarre) n. AICS.Int.0012286.28-10-2020, Mr. Walter Zucconi is the appointed RUP (Procurement Procedure Supervisor), in accordance with the Italian Decreto Ministero degli Affari Esteri e della Cooperazione Internazionale n. 192/2017.

Done in English in three originals, two originals for AICS Yangon, and one original for the contractor.

**For the contractor**

Name: Mr.  
Kshitij  
Chaudhary

Title: Director

Signature:

Date: 24.12.2020

**For the contracting authority**

Name: Walter Zucconi

Title: Head of Office –  
AICS Yangon

Signature:

Date: 23.12.2020









**Article 29 Payment and interest on late payment**

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

Option 2: Global Price Contract

| Description                                                                                                                                                                                                   | Total price (lump sum) [Euro]                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>AID 11758 - MYANMAR</p> <ul style="list-style-type: none"> <li>- N. 1 Junior Finance and Logistics Assistant:</li> <li>- N. 1 Junior Executive Assistant</li> </ul>                                        | <p style="text-align: center;"><b>19.494,00</b></p> <p style="text-align: center;"><i>TOTAL AMOUNT OF THE<br/>ECONOMIC OFFER</i></p> <p style="text-align: center;"><i>ANNEX V.A</i></p> <p style="text-align: center;"><i>Maximum value: EUR 28.000</i></p> |
| <p>CAP 2171 – MYANMAR</p> <ul style="list-style-type: none"> <li>- N. 1 Cleaner – Supervisor</li> <li>- N. 1 Cleaner</li> <li>- N. 3 Maintenance worker</li> </ul>                                            | <p style="text-align: center;"><b>23.258,00</b></p> <p style="text-align: center;"><i>TOTAL AMOUNT OF THE<br/>ECONOMIC OFFER</i></p> <p style="text-align: center;"><i>ANNEX V.B</i></p> <p style="text-align: center;"><i>Maximum value: EUR 27.000</i></p> |
| <p>AID 11121 – VIETNAM</p> <ul style="list-style-type: none"> <li>- N. 1 – Government Liaison Officer</li> <li>- N. 1- Driver Logistician</li> <li>- N. 1- Administrative-Accounting Assistant: **</li> </ul> | <p style="text-align: center;"><b>63.005,00</b></p> <p style="text-align: center;"><i>TOTAL AMOUNT OF THE<br/>ECONOMIC OFFER</i></p> <p style="text-align: center;"><i>ANNEX V.C</i></p> <p style="text-align: center;"><i>Maximum value: EUR 70.000</i></p> |

- 10% on the total value of the contract pre-financing is foreseen at signature of the contract, upon submission of pre-financing guarantee by the Contractor.

MYANMAR – YANGON OFFICE  
 41-27 Inya Myaing, Shwe Taung Gone  
 Bahan Township, Yangon  
 Tel. (+95.1) 7538730, 7538732  
 E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)





- The actual amounts payable after the pre-financing payment will vary. They will be based on the contractor's invoice.

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 outsourced staff, taxes, insurances, medical checkup and the relevant management fee. An invoice shall be done each month for each initiative (AID 11758, CAP 2171, AID 11121). 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 outsourced staff, 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.

- 10% on the total value of the contract pre-financing will be deducted from the last due payment(s).
- 29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment
- 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 Article 30 of general conditions shall be applied. 10% of the total value of the contract pre-financing guarantee is required at the signature of the contract. Pre-financing guarantee shall be valid until the end of the contract.

#### **Article 40 Settlement of disputes**

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

#### **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

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aiccs.gov.it](mailto:segreteria.yangon@aiccs.gov.it)  
[www.yangon.aiccs.gov.it](http://www.yangon.aiccs.gov.it)





\* \* \*

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)







- 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.





## 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

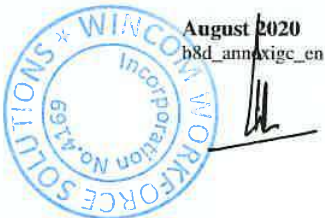
- 7.1. The contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.
- 7.2. The contractor shall comply with any administrative orders given by the project manager. Where the contractor considers that the requirements of an administrative order go beyond the authority of the project manager or of the 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,

August 2020  
b8d\_annex1c\_en

Page 4 of 28







- 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



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.



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







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.

August 2020  
b8d\_annexige ten



- 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.



- 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:
- terminate the contract, and;
  - 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:
- An addendum for amendment may be requested only during the period of execution of the contract;
  - 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.



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.



## 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,



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





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 is 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,

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**



#### **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





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.

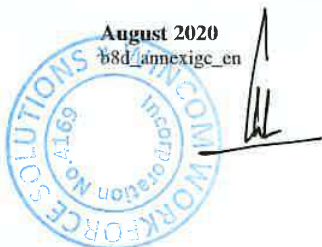
The cases of termination under points (a), (e), (f), (g), (i), (j), (k), (l), (m) and (n) may refer also to persons jointly and severally liable for the performance of the contract.

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.



## 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



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.

\* \* \*



**ANNEX II: TERMS OF REFERENCE**

**1. BACKGROUND INFORMATION .....2**  
1.1. Partner country .....2  
1.2. Contracting Authority.....2  
1.3. Country background .....2  
1.4. Current situation in the sector.....2  
1.5. Related programmes and other donor activities ..... **Error! Bookmark not defined.**

**2. OBJECTIVE, PURPOSE & EXPECTED RESULTS .....2**  
2.1. Overall objective.....3  
2.2. Purpose .....3  
2.3. Results to be achieved by the Contractor.....3

**3. ASSUMPTIONS & RISKS .....3**  
3.1. Assumptions underlying the project .....3  
3.2. Risks ..... **Error! Bookmark not defined.**

**4. SCOPE OF THE WORK.....4**  
4.1. General.....4  
4.2. Specific work.....4  
4.3. Project management.....15

**5. LOGISTICS AND TIMING ..... 15**  
5.1. Location .....15  
5.2. Start date & Period of implementation of tasks .....16

**6. REQUIREMENTS ..... 16**  
6.1. Staff .....16  
6.2. Office accommodation .....16  
6.3. Facilities to be provided by the Contractor.....16  
6.4. Equipment.....17

**7. REPORTS .....ERROR! BOOKMARK NOT DEFINED.**  
7.1. Reporting requirements ..... **Error! Bookmark not defined.**  
7.2. Submission and approval of reports ..... **Error! Bookmark not defined.**

**8. MONITORING AND EVALUATION...ERROR! BOOKMARK NOT DEFINED.**  
8.1. Definition of indicators..... **Error! Bookmark not defined.**  
8.2. Special requirements..... **Error! Bookmark not defined.**





## 1. BACKGROUND INFORMATION

### 1.1. Partner country

Myanmar and Vietnam

### 1.2. Contracting authority

AICS Yangon – Italian Agency for Development Cooperation, Yangon Office

### 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.

Vietnam is the country with the best economic and social index among the Sud-East Asian countries. Starting from 1986 the country has begun a period of reforms that allowed to rise the number of people above the poverty threshold by 40 million in 20 years, reaching the level of an average middle-low income Country. Over the past few years the country has experienced an outstanding economic growth, despite the global economic crisis.

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.

AICS has granted its presence in Vietnam since 1990 when the first Financial Technical Cooperation Agreement between Italy and Vietnam was signed. In 1998 the Italian Development Cooperation office was opened in Hanoi. Starting from 2007 the Office is also responsible for cooperation activities in Cambodia and Laos. Starting from November 1st, 2020 AICS Yangon will take over activities carried out by the former AICS Hanoi Office.

### 1.4. Current situation in the sector

AICS Yangon Head of Office, with Decree n. AICS.Int.0012286.28-10-2020 (Determina a contrarre) foresaw the need of acquiring, from an external company specialized in outsourcing services, the service of outsourcing of:

- two (2) Burmese staff with proven experience in logistics and administration (1 Junior Finance and Logistics Assistant) and in secretary services (1 Junior Executive Assistant), to be outsourced

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)







in Myanmar (Yangon) in order to ensure the correct management of AICS Yangon activities and support the Office;

- two (2) Burmese cleaning staff and three (3) Burmese maintenance staff to be outsourced in Myanmar (Yangon) in order to ensure cleaning activities at AICS Yangon Office, keeping proper hygienic and working standards and provide technical and logistic assistance to the AICS Yangon Office compound;
- two (2) or three (3) executive and auxiliary staff to be outsourced in Vietnam (Hanoi) in order to ensure the correct management of AICS Hanoi activities and support the Vietnamese 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 countries under the responsibility of AICS Yangon 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 - MYANMAR”

CAP 2171 – Budget Year 2021 “Funzionamento”

AID 11121 “Coordination and projects Implementation fund - VIETNAM”

### 2.2. Purpose

The purpose of this contract is as follows:

- Enable AICS Yangon Office to take due care of the Office premises and to correctly manage projects’ activities, logistics, accountancy and secretary services and the related administrative procedures through skilled staff hired *in loco*.

### 2.3. Results to be achieved by the contractor

- Outsource *in loco* (Myanmar and Vietnam) pre-selected staff in order to ensure the correct management of AICS Yangon activities and support the Office of Yangon and of Hanoi.

## 3. ASSUMPTIONS & RISKS

### 3.1. Assumptions underlying the project

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aic.gov.it](mailto:segreteria.yangon@aic.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)





The Italian Agency for Development Cooperation – Yangon Office 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 and International Cooperation. It complies with applicable rules and regulations, as per the applicable Italian, Myanmar and Vietnam Law.

## 4. SCOPE OF THE WORK

### 4.1. General

#### 4.1.1. Description of the assignment

The contractor shall ensure the correct contract management of pre-selected staff to be hired *in loco* that will ensure the correct management of AICS Yangon activities and support the AICS Offices of Yangon and of Hanoi.

#### 4.1.2. Geographical area to be covered

AICS Yangon Country Office and Hanoi Project Office.

#### 4.1.3. Target groups

AICS – Agenzia Italiana per la Cooperazione allo Sviluppo

AICS Yangon Country Office and AICS Hanoi Project Office in coordination with AICS Roma when requested.

### 4.2. Specific work

#### 4.2.1 Service of recruiting of pre-selected staff, to be employed as per applicable relevant laws and regulations.

The Service provider shall draft and enter in a contract compliant with applicable laws and regulation with the pre-selected staff to be outsourced, as per terms and conditions set below.

#### Staff to be outsourced:

- **AID I1758 – MYANMAR**
  - **N.1 Junior Finance and Logistics Assistant:**
    - Nationality: Burmese.
    - Workplace: AICS Yangon Office – 41-27 Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon.
    - Working hours: 9am - 5pm (1-hour lunch break), from Monday to Friday.
    - Applicable Law: Myanmar.
    - Insurance to be provided: Health insurance + Accidents at work.

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aic.gov.it](mailto:segreteria.yangon@aic.gov.it)  
[www.yangon.aic.gov.it](http://www.yangon.aic.gov.it)





- Net salary: 500 Euro/month
- Length of contract: 12 months, starting from 1<sup>st</sup> January 2021
- *Terms of reference:* Under the supervision of the Administrative Assistant and AICS Yangon Archivist-Logistician:
  - Copy, scan and archive logistics and administrative documents;
  - Cooperate with the Administrative Assistant to prepare, collect and manage documents related to payments procedures and procurements (requests for quotations, invoices etc);
  - Carry out small purchasing procedures when requested by the AICSY Administration;
  - Cooperate with the Administrative Assistant in order to manage punctual payment of office utilities (e.g. electricity bills, phone bills, internet bill etc);
  - Assist AICS Yangon Administration to keep good relations with the suppliers (market surveys, request for quotations etc.) following internal procedures;
  - Support AICS Yangon Administration in managing inventories and stocks;
  - Carry out reception tasks, such as: greeting visitors in a kind and respectful manner, offering beverages and food, directing visitors to their scheduled appointments etc.
  - Organize logistics support for meetings, seminars and projects, when requested;
  - Provide other administrative support and carry out general office management duties as required;
  - Support the AICS Yangon Office in carrying out Projects' activities.
- **N. 1 Junior Executive Assistant:**
  - Nationality: Burmese.
  - Workplace: AICS Yangon Office – 41-27 Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon.
  - Working hours: 9am - 5pm (1-hour lunch break), from Monday to Friday.
  - Applicable Law: Myanmar.
  - Insurance to be provided: Health insurance + Accidents at work
  - Net salary: 650 Euro/month
  - Length of contract: 12 months, starting from 1<sup>st</sup> January 2021
  - *Terms of reference:* Under the supervision of AICS Yangon Archivist-Logistician, the Administration Office and the Executive and Head of Office Assistant:

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)





- Organize, reserve, amend, confirm and purchase travel needs for the office;
  - Hotel reservations;
  - Arrangement for airport pick-up;
  - Flight reservation;
  - Travel authorization, VISAS etc.
  - Manage basic administrative procedures related to travel;
  - Collect and process AICS Yangon staff Order of Mission/Travel requests:
  - Conduct market surveys for travel logistics;
  - Acquire quotations and place purchase orders for travel. Ensure availability of budget with Administration office;
  - Collect and duly check invoices for the travel services provided, manage reconciliation of settlements to be paid by the Administration office;
  - Follow-up with contracted travel agents to ensure provision of high quality professional service and the most competitive price;
  - Provide information to staff on travel including entitlements, travel route and hotel arrangement;
  - Process travel authorization and travel claims in line with travel entitlements for staff in coordination with Administrative staff;
  - Answer phone calls and direct them to the appropriate staff member, take messages and notes and handle in-out correspondence (letter, parcels etc.);
  - Support the Executive and Head of Office Assistant to organize meetings and take/manage appointments when requested;
  - Support the Executive and Head of Office Assistant to manage and follow up on VISA procedures for expat staff;
  - Translate received Burmese documents to English and vice versa, when requested;
  - Provide other executive support services and carry out general office management duties as required;
  - Support AICS Yangon Office in carrying out Projects' activities;
  - Registration, reporting and archiving of human resources' leave requests, overtime, holidays.
- CAP 2171 – MYANMAR
    - N. 1 Cleaner – supervisor:
      - Nationality: Burmese.

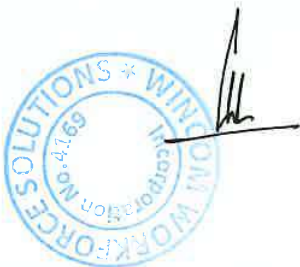
MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)





- Workplace: AICS Yangon Office – 41-27 Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon.
  - Working hours: 9am - 5pm (1-hour lunch break), from Monday to Friday.
  - Applicable Law: Myanmar.
  - Insurance to be provided: Health insurance + Accidents at work
  - Net salary: 350 Euro/month (or equivalent in MMK at contract signature – to be discussed with staff to be outsourced and with contracting authority)
  - Length of contract: 12 months, starting from 1<sup>st</sup> January 2021.
  - *Terms of reference:* Under the supervision of AICS Yangon Archivist-Logistician:
    - Coordinate and manage the cleaning team;
    - Manage hygiene materials and detergent stock;
    - Promptly request AICSY Administrative and Logistic staff to restore stock, when needed.
    - Ensure cleaning activities at AICS Yangon Office, keeping proper hygienic and working standards. In particular:
      - Daily sweeping and swabbing, scrubbing using detergent (vacuum cleaners included).
      - Daily wiping and cleaning of office furniture & fixtures, equipment, computers and accessories, doors and windows.
      - Daily cleaning of all waste paper, wastage and garbage from in and around the offices and their disposal outside the building in a proper and environment friendly manner at the roadside dustbin or at the designated places(s), as per on the spot instructions. All waste papers must be shredded before disposal.
      - Daily sweeping, swabbing, scrubbing and cleaning of toilet floors, pan/commode, urinals and wash basins.
      - In coordination with the Logistic and Administrative staff keep under control the presence of pests in the office premises.
- **N. 1 Cleaner:**
- Nationality: Burmese.
  - Workplace: AICS Yangon Office – 41-27 Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon.
  - Working hours: 9am - 5pm (1-hour lunch break), from Monday to Friday.
  - Applicable Law: Myanmar.
  - Insurance to be provided: Health insurance + Accidents at work
  - Net salary: 250 Euro/month (or equivalent in MMK at contract signature – to be discussed with staff to be outsourced and with contracting authority).

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)

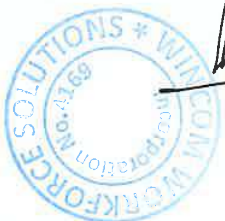






- Length of contract: 12 months, starting from 1<sup>st</sup> January 2021
- *Terms of reference:* Under the supervision of AICS Yangon Cleaner supervisor:
  - Ensure cleaning activities at AICS Yangon Office, keeping proper hygienic and working standards. In particular:
  - Daily sweeping and swabbing, scrubbing using detergent (vacuum cleaners included).
  - Daily wiping and cleaning of office furniture & fixtures, equipment, computers and accessories, doors and windows.
  - Daily cleaning of all waste paper, wastage and garbage from in and around the offices and their disposal outside the building in a proper and environment friendly manner at the roadside dustbin or at the designated places(s), as per on-the-spot instructions. All waste papers must be shredded before disposal.
  - Daily sweeping, swabbing, scrubbing and cleaning of toilet floors, pan/commode, urinals and wash basins.
- **N. 3 Maintenance workers:**
  - Nationality: Burmese.
  - Workplace: AICS Yangon Office – 41-27 Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon.
  - Working hours: 8 hours/shift – rotation (hours to be covered: 7 a.m. – 8 p.m. – from Monday to Saturday).
  - Applicable Law: Myanmar.
  - Insurance to be provided: Health insurance + Accidents at work
  - Net salary: 250 Euro/month (or equivalent in MMK at contract signature – to be discussed with staff to be outsourced and with contracting authority).
  - Length of contract: 12 months, starting from 1<sup>st</sup> January 2021
  - *Terms of reference:* Under the supervision of AICS Yangon Archivist-Logistician:
    - provide technical and logistic assistance to the AICS Yangon Office compound;
    - assure the AICS Yangon office building and compound are regularly maintained (external and internal);
    - cooperate with the Security Company and AICSY staff for welcoming guests and following hygienic entrance procedures;
    - Correctly collect and deliver to AICSY staff mail, letters and parcels;
    - do routine clean-ups of the compound: inspect and make sure the office surroundings are kept clean and no trash is seen around the Office;

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)





- do routine roof clean-ups of the Office Building: inspect and make sure that the office surroundings are kept clean and no trash is seen around the Office;
  - do routine painting of the Office Building/compound, upon request;
  - assure the generators start in case of outage;
  - verify the correct functioning of the water system and the septic tank of the compound and promptly inform AICSY staff in case it malfunctions;
  - oversee the office parking;
  - ensure the safety and security of the office building and organizational assets within the office premises during non-working hours, weekends, and holidays by ensuring proper: i. locking of doors and windows ii. Switching off electrical lights and appliances after use. iii. Switching on office veranda and surrounding lights during night and turning off in the morning.
  - manage gardening activities (including trees and plants);
  - Follow the given assignments and implement the necessary operations as asked by the AICS Yangon's staff.
- 
- **AID 11121 – VIETNAM:**
    - **N. 1 Government Liaison Officer:**
      - Nationality: Vietnamese.
      - Workplace: AICS Hanoi Office – Casa Italia, 18 Le Phung Hieu, Hanoi, Vietnam.
      - Applicable Law: Vietnam.
      - Working hours: 9am - 5pm (1-hour lunch break), from Monday to Friday.
      - Insurance to be provided: Health insurance + Accidents at work
      - Net salary: 1.900 Euro/month.
      - *Length of contract:* 6 months, starting from 1<sup>st</sup> January 2021
      - *Terms of reference:* The Government Liaison Officer will facilitate dialogue between AICS Hanoi Office and Vietnam/Laos/Cambodia governmental partners on all aspects of *project cycle management (formulation, implementation, monitoring and evaluation)* of AICS funded projects. The main operational counterparts which the Government Liaison Officer will have to deal with are the following:
        - Ministry of Planning and Investment;
        - Ministry of Finance;

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aic.gov.it](mailto:segreteria.yangon@aic.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)



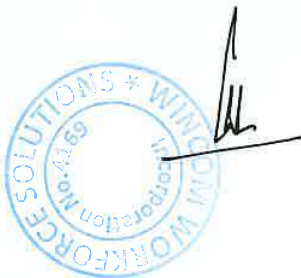


- Ministry of Natural Resources and Environment, and Hanoi Hydro Meteorological Service;
- Ministry of Agriculture and Rural development;
- Ca Mau People's Committees (PC), Project Management Unit (PMU);
- Quang Nam PC, PMU and WS;
- Binh Thuan PC, PMU;
- Tay Ninh PC, PMU and WS;
- Any other local institutions that, as part of those specific sectors, is or will be involved in the initiatives of the Italian Cooperation.

The Government Liaison Officer, working under the overall supervision of the Head of Office, the direct guidance of the Head of Programs and in close coordination with the technical and administrative staff of AICS Hanoi Office, will have the following duties and responsibilities:

- Providing technical and institutional support to the above counterparts in order to strengthen their ownership and facilitate the smooth management of AICS funded projects;
- Engaging with senior levels of government and project stakeholders to ensure that AICS projects are in line with national and sub-national priorities as well as national development assistance policies and regulations, and are developed and sustained in a consultative manner;
- Facilitating the articulation and the mainstreaming of AICS procedures and strategy towards and across national and sub-national partners;
- Ensuring compliance analysis of the activities carried out against approved project documentation and beneficiaries' needs assessments;
- Mapping Governmental National and Sub-national stakeholders and providing timely updates to AICS regarding any change in Governmental structure;
- Ensuring overall technical assistance for project cycle management related to the implementation of AICS' portfolio in Vietnam;
- Participating in meetings between AICS and Counterparties' Representatives/Staff;
- Ensuring smooth communication between AICS and Counterparties' Representatives/Staff;
- Monitoring and Evaluation: qualitative and quantitative analysis of ongoing activities or those that will be undertaken;
- Supporting the preparation and management of tenders;
- Translation of technical and administrative documents from Vietnamese to English, and vice versa;

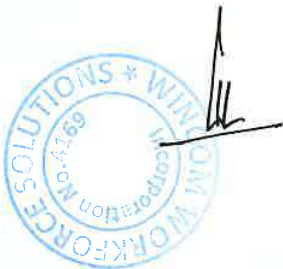
MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahau Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)





- Technical and logistical support to missions sent by AICS; Act as positive representation of AICS to all Government and Local stakeholders;
  - Any other additional duty, in line with this job description, if need be.
- o **N. 1 Driver/Logistician:**
- Nationality: Vietnamese.
  - Workplace: AICS Hanoi Office – Casa Italia, 18 Le Phung Hieu, Hanoi, Vietnam.
  - Working hours: 9am - 5pm (1-hour lunch break), from Monday to Friday.
  - Applicable Law: Vietnam.
  - Insurance to be provided: Health insurance + Accidents at work
  - Net salary: 1.000 Euro/month.
  - Length of contract: *6 months, starting as soon as possible, preferably within 15 December 2020*
  - *Terms of reference:*
    - Carry out driving duties as instructed by the Supervisor. No service vehicle will be driven unless authorized by the supervising personnel. Unauthorized persons should never be taken into an AICS vehicle.
    - Check vehicle schedule for the Office (missions, transport needs), prepare necessary plans/ arrangements and report on changes.
    - Maintain the relevant forms (Vehicle Logbook and Vehicle Fuel Forms) assigned to each vehicle and submit them to Administration at the end of each month.
    - Carry mobile phone at all times, switched on and charged, when on duty.
    - Ensure that the vehicle(s) allocated is/are checked on a daily basis (Monday to Friday) concerning fuel, water, oil and other fluids, tyre pressure and any damage/ repair requirements (which are to be reported to Administration for action).
    - Suggest and report on appropriate services or repairs.
    - Ensure that all vehicles' equipment and accessories are in good order.
    - Ensures that allocated vehicles are kept clean and the interiors tidy.
    - The driver is responsible for all loading and unloading of goods into the vehicle and ensuring their security and condition while in the vehicle.
    - Report any accident or driving incident, even minor, to the Supervisor and to Administration as quickly as possible and complete necessary reports.
    - Obey all road traffic regulations, including the wearing of seat belts. The driver must ensure that he is in possession of a driving licence when on

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)





driving duty. The payment of speeding, parking and other road traffic offence fines is the driver's responsibility. The driver should note that when he is personally responsible for an accident, a sanction could be imposed.

- Assist the Office with clerical/administrative duties as required; however, driving duties or tasks take priority.
- Carry out any delivery or collection duties as may be necessary (letters, cheques, visas, minor procurements, etc...).
- Supervise minor maintenance jobs carried out at the office by external parties (electricians, painters, plumbers).
- Ensure that the fulfilment of his tasks is carried out with full care preserving the confidentiality of all matters related to AICS operations.
- Carry out any other duties that may reasonably or exceptionally be required to ensure the smooth operation of AICS work and optimize the functioning of the office, such as replacing absent colleagues, carrying out administrative tasks, etc.

○ **N. 1 Administrative-Accounting Assistant: \*\***

- Nationality: Vietnamese or Foreigner (AICS shall support for VISA).
- Workplace: AICS Hanoi Office – Casa Italia, 18 Le Phung Hieu, Hanoi, Vietnam.
- Working hours: 9am - 5pm (1-hour lunch break), from Monday to Friday.
- Applicable Law: Vietnam.
- Insurance to be provided: Health insurance + Accidents at work
- Net salary: 1.500 Euro/month.
- Length of contract: 6 months, starting from 1<sup>st</sup> January 2021
- Terms of reference: Under the general supervision of the AICS Yangon Head of Administration and direct supervision of AICS Hanoi Administrative Officer and in cooperation with the Vietnam Head of Programs:
  - Prepare, collect and manage documents related to payments procedures and procurements (requests for quotations, invoices etc);
  - Manage punctual payment of office utilities (e.g. electricity bills, phone bills, internet bill etc);
  - Prepare/process payments through internet banking;
  - Fulfil PRIMA, NOTA files and prepare supporting documents in accordance with internal procedures;
  - Archive invoices and documents related to all financial transactions;

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)







- Keep accurate recordings of expenditures and financial transactions, allocating expenses according to funding sources and budget codes, as per internal procedure;
- Manage relations with local banks (cheque fulfilling, international transfer, cash withdrawal, bank account opening and closing etc.), in cooperation with the auxiliary staff;
- Manage bank reconciliation, cash flow and follow up on outstanding payments;
- Keep good relations with suppliers, providers and partners, in cooperation with the auxiliary staff;
- Organize logistics support for meetings, seminars and projects, as requested;
- Assist the Office with administrative procedures related to human resources (insurance, pay slips etc.);
- Assist the office with inventory management;
- Archive documents according to Office procedure (including DOCUMIT procedure), under the supervision of AICS Yangon Focal Point;
- Assist the office with travel duty logistics (VISA, tickets, reservations etc.);
- Provide other administrative support and carry out general office management duties if required.

\*\* The staff to be outsourced is not sure at present. However, it shall be included in the contractor offer. The contracting authority will inform the awarded contractor on whether to proceed or not with the concerned staff outsourcing.

Names and personal details of pre-selected staff to be outsourced will be provided to the service provider by AICS-Y after contract awarding. Pre-selected staff have been selected based on previous working experiences with AICS.

#### **4.2.2 Service of contract management of the aforementioned staff to be outsourced, as per applicable relevant laws and regulations.**

The Service Provider shall provide the following services:

- a) Ensure, through Medical Check-up, that pre-selected staff are fit for employment. AICS-Y must be provided with certificates/declarations stating that outsourced staff are fit for work.

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)





- b) Set Health and Accidents at work and insurance for all the outsourced staff, to be covered from starting to ending date of working contracts. Compensations in case of injury or death shall be included.
  - c) Ensure general management of outsourced staff contracts' in compliance with relevant applicable laws and regulations.
  - d) Provide Payroll service for outsourced staff;
  - e) Timely pay, on monthly basis, salaries, applicable income taxation, social security, statutory benefits (if any) and/or any other additional cost that may be necessary as per applicable laws and regulations;
  - f) Manage and supervise outsourced staff' working hours, weekly rests, holidays, paid and unpaid leaves, sick leaves, in compliance with relevant labour laws and regulations;
  - g) Supervise outsourced staff Office attendance and provide temporary staffing as a replacement for the absent employee, if needed (whether requested by the Contract Authority).
- The service provider is solely responsible for payment of services, 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 due by the Service provider for the execution of present Service Contract.
  - *It is clear and understood* that outsourced staff remain personnel employed or hired by the outsourcing company for all intents and purposes and that there is no employment relationship between said staff and the Italian Agency for Development Cooperation.
  - The service provider shall be solely responsible for providing all the statutory benefits (as per applicable relevant laws) to the eligible outsourced staff and shall be solely responsible for payment of compensation (as per Myanmar/Vietnam relevant laws) in case of injury or death of such personnel.

Outsourcing staff must have the features of expertise, decorum, confidence, experience and professionalism.

AICSY reserves itself the right to request the replacement of the outsourced staff if one of the following circumstances will occur:

- disseminating (directly and indirectly) of knowledge or information acquired during service and related to the work that has been done;
- putting into action behaviours which may involve criminal acts (corruption, fraud, misuse of office equipment and funds, use or distribution of illegal substances);

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95,1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)





- demonstrating misconduct, proved incompetence, hierarchical insubordination, unjustified absence from work, failure to comply with schedules and work assignments, voluntary damage of the Office property.
- *quality of the work provided by the outsourced staff not considered satisfactory by AICSY*

The contestation of charge will be notified by AICSY to the service provider which will proceed with the replacement of the personnel deemed unsuitable.

Whether the outsourcing-employment termination is requested by the outsourced staff, the service provider will notify immediately his/her notice to AICSY. In case the Contracting Authority will decide to replace such staff, the Service Provider will be responsible of the selection of the new staff, in coordination with AICS Yangon. The Service Provider could be requested to submit a list of pre-selected candidates to AICS Yangon. AICS Yangon will have the right to choose from the short-listed candidates. The selection services will be performed under the general budget of the contract. However, the Contracting Authority shall decide not to replace resigning staff.

The Contractor shall inform and update the outsourced staff about COVID-19 prevention hygiene and behavior rules and regulations and support AICS Yangon monitoring the full observance of AICSY Office Orders.

### 4.3. Project management

#### 4.3.1. Responsible body

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

#### 4.3.2. Management structure

AICS Yangon Head of Office is the person in charge for managing the present contract and all issues related to the concerned service/actions. For specific tasks, AICS Yangon Country Head of Office may delegate AICS Yangon Administrative department.

## 5. LOGISTICS AND TIMING

### 5.1. Location

The operational base for the project are:

- a) Italian Agency for Development Cooperation (AICS) – Yangon Office, 41-27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar;
- b) Italian Agency for Development Cooperation (AICS) – Hanoi Project Office, 18 Le Phung Hieu, Hanoi, Vietnam;

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)





c) Contractor's premises.

The Service will be performed by the Contractor in its own premises.

## 5.2. Start date & period of implementation of tasks

The intended start date is 1<sup>st</sup> of December 2020 and the period of implementation of the contract will be 15 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.

The implementation period could be extended in case of clarification or integration related to the Service are requested from the Contracting Authority or AICS. Moreover, the implementation period can be extended based on a previous approval from AICS.

In case of significant changes necessary for a) unexpected changing of applicable laws and regulations (e.g. Labour Law) b) change of AICS Office structure, c) unforeseen need to extend the contract of the staff, the price of the contract can be resettled for a maximum of 10% of the initial contractual amount. In no cases the overall final contractual amount can exceed the threshold of 125.000,00 EUR

Depending on the outcome of the initial contract, the Contracting Authority shall award a contract for additional services.

## 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.

#### 6.1.1. Other experts, support staff & backstopping

The contractor shall select and hire other experts as required according to the needs. The selection procedures used by the contractor to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience.

The costs for backstopping and support staff, as needed, are considered to be included in the tenderer's financial offer.

### 6.2. Office accommodation

Office accommodation for each expert working on the contract is to be provided by the contractor.

### 6.3. Facilities to be provided by the contractor

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)





The contractor shall 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 which is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

MYANMAR – YANGON OFFICE  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)





ORIGINAL

**WINCOM**  
WORKFORCE SOLUTIONS

210

**WinCom Workforce Solutions Co. Ltd.**  
43/44, 2nd Floor, MMM Building, Strand Road,  
Ahlone 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  
Bahari Township, Yangon  
[yangon@aicis.gov.it](mailto:yangon@aicis.gov.it)

## ORGANISATION & METHODOLOGY

### Ref:

**AID 11758 “Cluster fund For Technical Assistance - MYANMAR”**

**CAP 2171 – Budget Year 2021 “Funzionamento”**

**AID 11121 “Coordination and projects Implementation fund - VIETNAM”**

**Date 16/11/2020**

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

WinCom Workforce Solutions Co. Ltd. (WinCom), a company registered in Myanmar, along with its partner Adecco Vietnam Joint Stock Company (Adecco Vietnam), a company registered in Vietnam, shall provide outsourcing services covering Myanmar and Vietnam for the scope of this project.

WinCom and Adecco Vietnam are established outsourcing service providers in Myanmar and Vietnam respectively and shall work as a consortium in order to perform contract management of pre-selected staff for AICS Yangon.

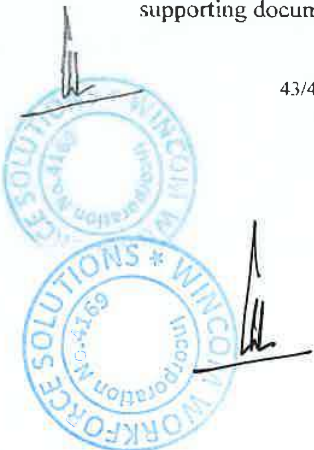
WinCom, based in Myanmar shall perform the lead role in the consortium and shall coordinate directly with AICS Yangon office for all administrative and other purposes to enable the execution of the services provided both in Myanmar and Vietnam. WinCom shall perform contract management services for the preselected staff in Yangon in compliance with the laws and regulations of Myanmar. Adecco Vietnam shall coordinate with WinCom and provide contract management services in Hanoi, Vietnam for the pre-selected staff in compliance with all the laws and regulations of Vietnam.

As per Section 4.2.2 of Annex II - Terms of Reference, WinCom as a leader of the consortium shall be responsible for all the services to be provided to AICS Yangon Office and shall subcontract the execution of the services in Vietnam to Adecco Vietnam. All monthly invoices for Vietnam and Myanmar shall be compiled and submitted to AICS Yangon Office by WinCom along with the supporting documents.

Page | 1

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

[www.wincomsolutions.com](http://www.wincomsolutions.com)



ORIGINAL

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** – Depending on the local restrictions by the Government in Myanmar and Vietnam, the hospitals may restrict regular medical check-ups or provide appointments with delays in order to reduce overcrowding on any specific day. Hence, we may expect some delays to conduct a medical check-up for the outsourced staff. This could mean that 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 and receive insurance cards for the full coverage insurance from the start date of the outsourced staff. 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 sign-up as quickly as possible.

The risk associated with the execution of the contract depends on the spread of pandemic in Myanmar and Vietnam and office working hours may have to be adjusted in accordance with the directions from the respective governments of Myanmar and Vietnam. This may impact the normal attendance of the outsourced staff, however any changes or modifications to the attendance or availability of outsourced staff in the office will be discussed and agreed with the contracting authority prior to implementation as per local government regulations.

## 2. STRATEGY

WinCom along with its partner Adecco Vietnam 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 for the respective outsourced staff –

Ref: AID 11758 “Cluster fund For Technical Assistance - MYANMAR”

- i. **Full Coverage Insurance (Medical)** – as per request in the terms of reference, WinCom has proposed a full coverage insurance to cover accidents at work and any hospitalisation. 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 Attachment A – Proposed Foreign Medical Insurance Coverage Nov 2020 for the proposed medical insurance policy coverage.



ORIGINAL

212

- ii. Injury or Death Compensation Insurance – as per request in the terms of reference, WinCom has proposed the below compensation for injury or death with 10 units of Basic Cover. The insurance covers -
- Hospitalisation coverage in case or injury of MMK 100,000/ day (approx. USD 75/ day) for 60 days maximum.
  - Compensation for Death of MMK 10,000,000 (approx. USD 7,500).

Kindly refer to Attachment B – Proposed Myanmar Insurance Coverage Nov 2020 for the proposed insurance policy coverage.

- iii. Medical Check-Up – Medical check-up shall be conducted at Pun Hlaing Hospital in Yangon, Myanmar with the selection of a suitable package as per the age of the outsourced staff.

Kindly refer to Attachment C – Proposed Medical Check Up which mentions the tests required to be conducted for the outsourced staff.

- iv. All other benefits relating to the Social Security Board (SSB) shall be provided to the outsourced staff 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.
- v. Kindly refer to Attachment D – Myanmar EC the employment contract as per Myanmar Labour Laws which shall be signed between the contractor and outsourced staff.

Ref: CAP 2171 – Budget Year 2021 “Funzionamento”

- vi. **Medical Insurance** – as per request in the terms of reference, WinCom has proposed an insurance to cover accidents at work, hospitalisation and death based on Myanmar Insurance Policy. The medical insurance covers -
- **Surgical Operations** coverage up to MMK 1,500,000 (approx. USD 1,140)
  - **Miscarriage** coverage of up to MMK 300,000 (approx. USD 220)
  - **General Doctor visits** at selected hospitals for MMK 25,000 per visit (up to 4 visits).

Kindly refer to Attachment B – Proposed Myanmar Insurance Coverage Nov 2020 for the proposed medical insurance policy coverage.

- vii. Injury or Death Compensation Insurance – as per request in the terms of reference, WinCom has proposed the below compensation for injury or death with 10 units of Basic Cover. The insurance covers -
- Hospitalisation coverage in case or injury of MMK 100,000/ day (approx. USD 75/ day) for 60 days maximum.
  - Compensation for Death of MMK 10,000,000 (approx. USD 7,500).

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

[www.wincomsolutions.com](http://www.wincomsolutions.com)



ORIGINAL

Kindly refer to Attachment B – Proposed Myanmar Insurance Coverage Nov 2020 for the proposed insurance policy coverage.

- viii. **Medical Check-Up** -- Medical check-up shall be conducted at Pun Hlaing Hospital in Yangon, Myanmar with the selection of a suitable package as per the age of the outsourced staff.

Kindly refer to Attachment C – Proposed Medical Check Up which mentions the tests required to be conducted for the outsourced staff.

- ix. All other benefits relating to the Social Security Board (SSB) shall be provided to the outsourced staff 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.
- x. Kindly refer to Attachment D – Myanmar EC the employment contract as per Myanmar Labour Laws which shall be signed between the contractor and outsourced staff.

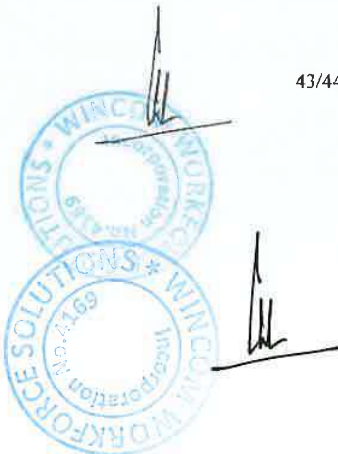
**Ref: AID 11121 “Coordination and projects Implementation fund - VIETNAM”**

- xi. **Full Coverage Insurance (Medical)** – as per request in the terms of reference, Adecco Vietnam has proposed a full coverage insurance to cover accidents at work and any hospitalisation. The medical insurance covers
- Inpatient Coverage including pre/ post hospitalisation
  - Ambulance service included
  - Cashless Outpatient Coverage of visits to the doctors at selected hospitals as per the policy

Kindly refer to Attachment E – Generali Private Insurance 2020 – Plan A for the proposed medical insurance policy coverage.

- xii. **Injury or Death Compensation Insurance** – as per request in the terms of reference, Adecco has proposed the below compensation for injury or death
- Hospitalisation coverage in case of injury of VND 5,750,000 / day (approx. EUR 210/ day)
  - Compensation for Death of 30 times Basic Monthly Salary (approx. EUR 32,000).

Kindly refer to Attachment E – Generali Private Insurance 2020 – Plan A for the proposed insurance policy coverage.



ORIGINAL

- xiii. Medical Check-Up – Medical check-up shall be conducted at a selected hospital in Adecco’s vendor list, with the selection of a suitable package as per the age of the outsourced staff.

Kindly refer to Attachment F – Proposed Medical Check Up which mentions the tests required to be conducted for the outsourced staff.

- xiv. All other benefits relating to **Vietnam Social Insurance** (social insurance, medical insurance and unemployment insurance) shall be provided to the outsourced staff as per laws of Vietnam. All leaves and other employment benefits shall be provided as per the relevant laws upon discussion with the contracting authority.

- xv. Kindly refer to Attachment G - Labor Contract Template, the employment contract as per Vietnam Labour Code which shall be signed between the contractor and outsourced staff.

### 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 (Myanmar & Vietnam)                                                                 | Once for contract duration | Within 2 weeks                 | Depends on current pandemic situation, may take longer to get appointment from hospital |
| 2       | Contract Signing with outsourced staff (Myanmar & Vietnam)                                           | Once for contract duration | Within 1 week                  |                                                                                         |
| 3       | Full Coverage Insurance sign up (Myanmar & Vietnam)                                                  | Once for contract duration | Within 2 weeks                 | Depends on Insurance provider response due to pandemic, could take a few weeks.         |
| 4       | Check Monthly Attendance (Myanmar & Vietnam)                                                         | Monthly                    | 21 <sup>st</sup> of each month |                                                                                         |
| 5       | Prepare payroll (Vietnam outsourced staff) – salary and all other statutory calculations and send to | Monthly                    | 22 <sup>nd</sup> of each month |                                                                                         |



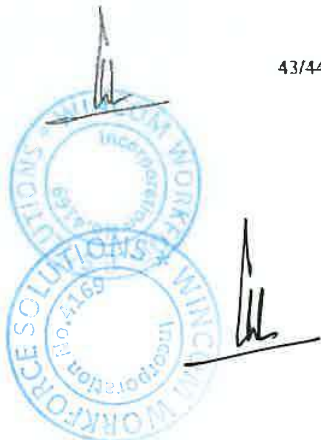


ORIGINAL

|    | WinCom                                                                                                                                                          |         |                                      |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------------------------------------|--|
| 6  | Prepare payroll (Myanmar outsourced staff) – salary and other statutory calculations.                                                                           | Monthly | 22 <sup>nd</sup> of each month       |  |
| 7  | Send Payroll calculations for Vietnam and Myanmar outsourced staff to contracting authority for verification                                                    | Monthly | 23 <sup>rd</sup> of each month       |  |
| 8  | Process payment to outsourced staff in Myanmar and Vietnam (upon confirmation from contracting authority)                                                       | Monthly | 25 <sup>th</sup> of each month       |  |
| 9  | Submission of Invoice for Outsourcing Services (Myanmar and Vietnam) to contracting authority <b>for the month with relevant supporting documents attached.</b> | Monthly | 27 <sup>th</sup> of each month       |  |
| 10 | Process statutory and Income Tax payments to Govt. Offices. (Myanmar and Vietnam)                                                                               | Monthly | Within First week of following month |  |
| 11 | WinCom to receive payment from contracting authority in Myanmar for Outsourcing Services (Myanmar and Vietnam) provided in the month.                           | Monthly | 10 <sup>th</sup> of following month  |  |
| 12 | WinCom to remit funds to Vietnam for Outsourcing Services provided in the month.                                                                                | Monthly | 12 <sup>th</sup> of following month  |  |

Note –

43/44, 2<sup>nd</sup> Floor, MMM Building, Strand Road, Ahlone Township, Yangon, Myanmar.  
Ph: 09 2627 88800/ 09 4500 97422  
[www.wincomsolutions.com](http://www.wincomsolutions.com)



ORIGINAL

- 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.

**4. INVOLVEMENT OF ALL MEMBERS OF THE CONSORTIUM AND OF CAPACITY PROVIDING ENTITIES**

As per the requirements of the project and as mentioned in the Section 1 - Rationale of this document, the project shall be executed through the collaboration of WinCom and Adecco Vietnam as a consortium. Tasks and Responsibilities of each member of the consortium is as mentioned below -

| Sr. No. | Scope of Work                            | WinCom Workforce Co. Ltd. (Myanmar)                                                                                                                                      | Adecco Vietnam Joint Stock Company (Vietnam) |
|---------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 1       | Contracting                              | As the lead member of the consortium, sign the contract with the contracting authority.                                                                                  |                                              |
| 2       | Sub-Contracting                          | Sign a service agreement with Adecco Vietnam Joint Stock Company as a sub-contractor to provide contract management and outsourcing services in Vietnam for the project. |                                              |
|         | Administrative Coordination for Contract | Manage all administrative tasks and coordination with the contracting authority office based in Myanmar.                                                                 |                                              |
|         |                                          | Coordinate with Adecco Vietnam for all documents required to be submitted to contracting authority as and when required.                                                 |                                              |
|         |                                          | Maintain constant and effective communication among contracting authority and sub-contractor for efficient execution of outsourcing services in Myanmar and              |                                              |



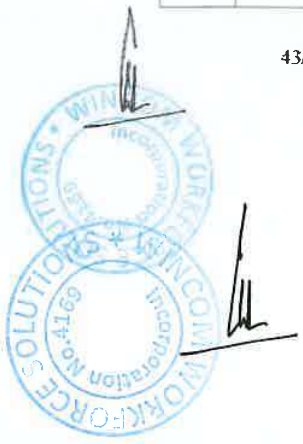
ORIGINAL

|  |                                            |                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                           |
|--|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |                                            | Vietnam                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                           |
|  |                                            | Assign a dedicated singly point of contact client services manager for the successful execution of the contract                                                                                                                                                                           |                                                                                                                                                                                                                                                                                           |
|  | Medical Check Up                           | <p>Arrange for medical check-up for pre-selected staff by contracting authority in Myanmar.</p> <p>Upon receipt of results of medical check-up provide certificates/declarations stating if outsourced staffs are fit for work.</p>                                                       | <p>Arrange for medical check-up for pre-selected staff by contracting authority in Vietnam.</p> <p>Upon receipt of results of medical check-up provide certificates/declarations stating if outsourced staffs are fit for work.</p>                                                       |
|  | Employment Contracts with Outsourced Staff | <p>Sign employment contracts with outsourced staff based in Myanmar in compliance with local laws and regulations of Myanmar.</p> <p>General management of outsourced staff contracts in compliance with applicable laws and regulations of Myanmar throughout the project term.</p>      | <p>Sign employment contracts with outsourced staff based in Vietnam in compliance with local laws and regulations of Vietnam.</p> <p>General management of outsourced staff contracts in compliance with applicable laws and regulations of Vietnam throughout the project term.</p>      |
|  | Insurance Coverage                         | Procure Health and Accidents at work Insurances for all outsourced staff in Myanmar.                                                                                                                                                                                                      | Procure Health and Accidents at work Insurances for all outsourced staff in Vietnam.                                                                                                                                                                                                      |
|  | Statutory Registrations                    | Register outsourced staff with local regulatory authorities (Income Tax Department, Social Security Board - SSB) etc. as required                                                                                                                                                         | Register outsourced staff with local regulatory authorities (Income Tax Department, Social Insurance) etc. as required                                                                                                                                                                    |
|  | Monthly Payroll Processing                 | <p>Calculate Monthly Payroll – based on the monthly attendance including any expenses, allowances, tax and deductions for outsourced staff in Myanmar.</p> <p>Timely pay, on monthly basis, salaries, applicable income taxation, social security, statutory benefits (if any) and/or</p> | <p>Calculate Monthly Payroll – based on the monthly attendance including any expenses, allowances, tax and deductions for outsourced staff in Vietnam.</p> <p>Timely pay, on monthly basis, salaries, applicable income taxation, social security, statutory benefits (if any) and/or</p> |



ORIGINAL

|                                            |  |                                                                                                                                                                                                            |                                                                                                                                                                                                            |
|--------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                            |  | any other additional cost that may be necessary as per applicable laws and regulations for outsourced staff in Myanmar.                                                                                    | any other additional cost that may be necessary as per applicable laws and regulations for outsourced staff in Vietnam.                                                                                    |
|                                            |  | Send payslips to all outsourced staff in Myanmar.                                                                                                                                                          | Send payslips to all outsourced staff in Vietnam.                                                                                                                                                          |
| Outsourced Staff Management                |  | Manage and supervise outsourced staff working hours, weekly rests, holidays, paid and unpaid leaves, sick leaves, in compliance with relevant labour laws and regulations for outsourced staff in Myanmar. | Manage and supervise outsourced staff working hours, weekly rests, holidays, paid and unpaid leaves, sick leaves, in compliance with relevant labour laws and regulations for outsourced staff in Vietnam. |
|                                            |  | Supervise outsourced staff office attendance and provide temporary staffing as a replacement for the absent employee, if needed (whether requested by the Contracting Authority) in Myanmar.               | Supervise outsourced staff office attendance and provide temporary staffing as a replacement for the absent employee, if needed (whether requested by the Contracting Authority) in Vietnam.               |
|                                            |  | Maintain up to date employee files for all outsourced staff in Myanmar.                                                                                                                                    | Maintain up to date employee files for all outsourced staff in Vietnam.                                                                                                                                    |
| Statutory Payments                         |  | Payment of taxes and other statutory payments to relevant government departments in Myanmar.                                                                                                               | Payment of taxes and other statutory payments to relevant government departments in Vietnam.                                                                                                               |
|                                            |  | Filing of copies of all payment receipts in employee files                                                                                                                                                 | Filing of copies of all payment receipts in employee files                                                                                                                                                 |
| Replacement of Outsourced Staff            |  | Upon request from contracting authority, provide list of shortlisted candidates for replacement of specified outsourcing staff in Myanmar.                                                                 | Upon request from contracting authority, provide list of shortlisted candidates for replacement of specified outsourcing staff in Vietnam.                                                                 |
| Monthly Invoicing for Outsourcing Services |  |                                                                                                                                                                                                            | Prepare monthly invoice relating to outsourcing services in Vietnam with all relevant supporting documents to WinCom (Sub-contracting authority)                                                           |
| Invoicing to                               |  | Prepare final monthly invoice                                                                                                                                                                              |                                                                                                                                                                                                            |



ORIGINAL

|  |                              |                                                                                                                                                            |  |
|--|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <b>Contracting Authority</b> | for outsourcing services in Myanmar and Vietnam and submit to contracting authority as per agreed timelines each month with relevant supporting documents. |  |
|  | Funds Remittance to Vietnam  | Receive monthly payment from contracting authority for invoice issued and remit funds to subcontractor in Vietnam for execution of services in Vietnam.    |  |

**Professional and Technical Capabilities of Adecco Vietnam Joint Stock Company (Adecco Vietnam) -**

Adecco Vietnam Joint Stock Company was incorporated in Vietnam in 2011 and is fully owned and funded by The Adecco Group AG, head quarter based in Switzerland. Since incorporation, Adecco Vietnam has served over 500 clients providing executive recruitment, staffing, payroll outsourcing, contract management and training services. Below mentioned supporting documents are provided to support the capability and commitment of Adecco Vietnam in providing the services under this project as a sub-contractor to WinCom.

A summary of the experience of Adecco Vietnam is provided in Attachment H - Summary of Experience.

A statement of commitment of Adecco Vietnam is provided in Attachment I - Letter of Commitment.

Yours sincerely,  
For **WinCom Workforce Solutions Company Ltd.**

**Mr. Kshitij Chaudhary (KC)**  
Director & Authorized Signatory  
Email – [kc@wincomsolutions.com](mailto:kc@wincomsolutions.com)  
Mobile - +95 9797 004 700





ORIGINAL

**WINCOM**  
WORKFORCE SOLUTIONS

①

**WinCom Workforce Solutions Co. Ltd.**  
43/44, 2nd Floor, MMM Building, Strand Road,  
Ahlone 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  
Bahan Township, Yangon  
[segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)


### BUDGET

**Ref: AID 11758 “Cluster fund For Technical Assistance - MYANMAR”**  
**CAP 2171 – Budget Year 2021 “Fanzionamento”**  
**AID 11121 “Coordination and projects Implementation fund - VIETNAM”**

**Date 16/11/2020**

Global price: [EUR] <105.757>

| Description                                                                                                                                 | Total price (lump sum) [Euro]                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| AID 11758 - MYANMAR<br>- N. 1 Junior Finance and Logistics Assistant:<br>- N. 1 Junior Executive Assistant                                  | <b>19.494</b><br><i>ANNEX V.A</i><br><i>Maximum value: EUR 28.000</i> |
| CAP 2171 – MYANMAR<br>- N. 1 Cleaner – Supervisor<br>- N. 1 Cleaner<br>- N. 3 Maintenance worker                                            | <b>23.258</b><br><i>ANNEX V.B</i><br><i>Maximum value: EUR 27.000</i> |
| AID 11121 – VIETNAM<br>- N. 1 – Government Liaison Officer<br>- N. 1- Driver Logistician<br>- N. 1- Administrative-Accounting Assistant: ** | <b>63.005</b><br><i>ANNEX V.C</i><br><i>Maximum value: EUR 70.000</i> |

|                          |                                                                                     |
|--------------------------|-------------------------------------------------------------------------------------|
| <b>Name</b>              | Mr. Kshitij Chaudhary                                                               |
| <b>Firm and Position</b> | WinCom Workforce Solutions Co., Ltd<br>Director                                     |
| <b>Signature</b>         |  |
| <b>Date</b>              | 16/11/2020                                                                          |

43/44, 2<sup>nd</sup> Floor, MMM Building, Strand Road, Ahlone Township, Yangon, Myanmar.  
Ph: 09 2627 88800/ 09 4500 97422  
[www.wincomsolutions.com](http://www.wincomsolutions.com)

Page | 1



ORIGINAL

2

ANNEX V.A – BUDGET AID 11758

1. Recruitment/hiring of pre-selected staff, to be outsourced to AICS Yangon

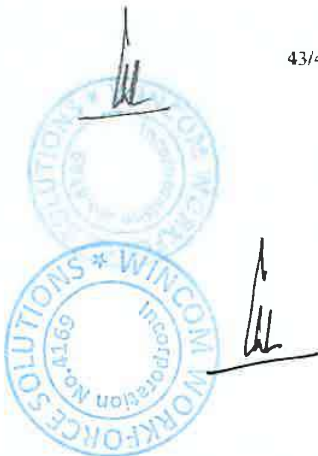
The Service provider shall draft and enter in a contract compliant with applicable laws and regulation with the pre-selected staff to be outsourced, as per terms and conditions set in Annex II – Terms of Reference.

| Staff to be outsourced                                                                                    | Recruitment/hiring<br>Total price (lump sum)<br>(EUR) |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| AID 11758 - MYANMAR<br>- N. 1 Junior Finance and Logistics Assistant<br>- N. 1 Junior Executive Assistant | 1.150                                                 |

2. Contract management of pre-selected staff, to be outsourced to AICS Yangon

Management fees cannot exceed 20% on the outsourced staff gross salary (column B) and shall include bank transfer fees and any fee not specifically mentioned in the present budget.

| Staff to be outsourced                              | N. Months of contract | Monthly Gross salary (EUR) | Management Fees 13% of Gross Salary (EUR) | Monthly cost for contract management (EUR) | Total price for n. of months considered (EUR) |
|-----------------------------------------------------|-----------------------|----------------------------|-------------------------------------------|--------------------------------------------|-----------------------------------------------|
|                                                     | A                     | B                          | C                                         | D = B+C                                    | E= (D*A)                                      |
| AID 11758<br>Junior Finance and Logistics Assistant | 12                    | 520                        | 68                                        | 588                                        | 7.056                                         |
| AID 11758<br>Junior Executive Assistant             | 12                    | 685                        | 89                                        | 774                                        | 9.288                                         |
| <b>TOTAL</b>                                        |                       | <b>1.205</b>               | <b>157</b>                                | <b>1.362</b>                               | <b>16.344</b>                                 |



**3. Medical check-up**

Medical check-up for outsourced staff will be provided by the Outsourcing Company, certifying that such staff is fit for the employment.

Payment of the medical check-up costs to the Outsourcing Company will be made upon submission to AICS Yangon of Fit-for-employment certificates of the outsourced staff considered.

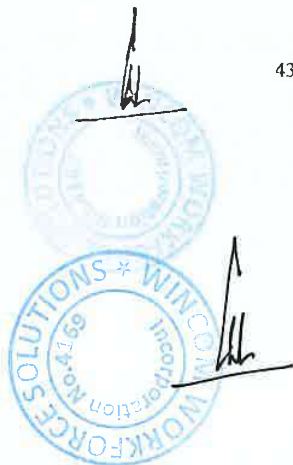
| Staff to be outsourced                         | N. of staff considered | Unit price (EUR) | Total price (lump sum) (EUR) |
|------------------------------------------------|------------------------|------------------|------------------------------|
|                                                | A                      | B                | C=A*B                        |
| <b>AID 11758 - MYANMAR</b>                     |                        |                  |                              |
| - N. 1 Junior Finance and Logistics Assistant: | 2                      | 100              | 200                          |
| - N. 1 Junior Executive Assistant              |                        |                  |                              |

**4. Insurance**

The Outsourcing Company will set a private Health Insurance and Insurance against Accidents at work for all the outsourced staff, to be covered from starting to ending date of working contracts.

Payment of insurance costs to the Outsourcing Company will be made upon submission to AICS Yangon of Insurance proof of subscription for the outsourced staff considered.

| Staff to be outsourced                         | N. of staff considered | Unit price (EUR) | Total price (lump sum) (EUR) |
|------------------------------------------------|------------------------|------------------|------------------------------|
|                                                | A                      | B                | C=A*B                        |
| <b>AID 11758 - MYANMAR</b>                     |                        |                  |                              |
| - N. 1 Junior Finance and Logistics Assistant: | 2                      | 900              | 1.800                        |
| - N. 1 Junior Executive Assistant              |                        |                  |                              |



ORIGINAL


4

5. **Total amount of the Economic Offer – AID 11758**

| Item                                                  | Description                                                                | Amount (Euro)                            |
|-------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------|
| 1                                                     | Recruitment/hiring of pre-selected staff, to be outsourced to AICS Yangon  | 1.150                                    |
| 2                                                     | Contract management of pre-selected staff, to be outsourced to AICS Yangon | 16.344                                   |
| 3                                                     | Medical Check-up                                                           | 200                                      |
| 4                                                     | Insurance                                                                  | 1.800                                    |
| <b>TOTAL AMOUNT OF THE ECONOMIC OFFER – AID 11758</b> |                                                                            | <b>19.494</b><br>[Maximum Eur 28.000,00] |

**Particulars of the quotation –**

- i. Social Security Board (Employee Contribution) = 2% of income with a maximum of MMK 6,000 (approx. EUR 4,00)
- ii. Personal Income Tax = calculated as per Myanmar Labor Laws for a period of 12 months contract.
- iii. Health Insurance Premium = please find in the attached document reference to Plan 3 with international insurance company (A+) and Basic Cover -10 units with local insurance company (GGI)
- iv. Medical Check Up = please refer to the attached document reference

|                          |                                                                                    |
|--------------------------|------------------------------------------------------------------------------------|
| <b>Name</b>              | Mr.Kshitij Chaudhary                                                               |
| <b>Firm and Position</b> | WinCom Workforce Solutions Co.,Ltd<br>Director                                     |
| <b>Signature</b>         |  |
| <b>Date</b>              | 16/11/2020                                                                         |

**ANNEX V.B – BUDGET CAP 2171**

1. **Recruitment/hiring of pre-selected staff, to be outsourced to AICS Yangon**

| Staff to be outsourced                                              | Recruitment/hiring Total price (lump sum) (EUR) |
|---------------------------------------------------------------------|-------------------------------------------------|
| CAP 2171 – MYANMAR<br>- N. 1 Cleaner – Supervisor<br>- N. 1 Cleaner | 1.350                                           |



ORIGINAL

- N. 3 Maintenance worker

5

**2. Contract management of pre-selected staff, to be outsourced to AICS Yangon**

Management fees cannot exceed 20% on the outsourced staff gross salary (column B) and shall include bank transfer fees and any fee not specifically mentioned in the present budget.

| Staff to be outsourced        | N. Months of contract | Monthly Gross Salary (EUR) | Management Fees 18% of Gross Salary (EUR) | Monthly cost for contract management (EUR) | Total price for n. of months considered (EUR) |
|-------------------------------|-----------------------|----------------------------|-------------------------------------------|--------------------------------------------|-----------------------------------------------|
|                               | A                     | B                          | C                                         | D = B+C                                    | E= (D*A)                                      |
| CAP 2171 Cleaner – Supervisor | 12                    | 365                        | 66                                        | 431                                        | 5.172                                         |
| CAP 2171 - Cleaner            | 12                    | 260                        | 47                                        | 307                                        | 3.684                                         |
| CAP 2171 Maintenance worker   | 12                    | 260                        | 47                                        | 307                                        | 3.684                                         |
| CAP 2171 Maintenance worker   | 12                    | 260                        | 47                                        | 307                                        | 3.684                                         |
| CAP 2171 Maintenance worker   | 12                    | 260                        | 47                                        | 307                                        | 3.684                                         |
| <b>TOTAL</b>                  |                       | <b>1.405</b>               | <b>254</b>                                | <b>1.659</b>                               | <b>19.908</b>                                 |





ORIGINAL

6

**3. Medical check-up**

Medical check-up for outsourced staff will be provided by the Outsourcing Company, certifying that such staff is fit for the employment.

Payment of the medical check-up costs to the Outsourcing Company will be made upon submission to AICS Yangon of Fit-for-employment certificates of the outsourced staff considered.

| Staff to be outsourced      | N. of staff considered | Unit price (EUR) | Total price (lump sum) (EUR) |
|-----------------------------|------------------------|------------------|------------------------------|
|                             | A                      | B                | C=A*B                        |
| <b>CAP 2171 – MYANMAR</b>   |                        |                  |                              |
| - N. 1 Cleaner – Supervisor | 5                      | 120              | 600                          |
| - N. 1 Cleaner              |                        |                  |                              |
| - N. 3 Maintenance worker   |                        |                  |                              |

**4. Insurance**

The Outsourcing Company will set a private Health Insurance and Insurance against Accidents at work for all the outsourced staff, to be covered from starting to ending date of working contracts.

Payment of insurance costs to the Outsourcing Company will be made upon submission to AICS Yangon of Insurance proof of subscription for the outsourced staff considered.

| Staff to be outsourced      | N. of staff considered | Unit price (EUR) | Total price (lump sum) (EUR) |
|-----------------------------|------------------------|------------------|------------------------------|
|                             | A                      | B                | C=A*B                        |
| <b>CAP 2171 – MYANMAR</b>   |                        |                  |                              |
| - N. 1 Cleaner – Supervisor | 5                      | 280              | 1.400                        |
| - N. 1 Cleaner              |                        |                  |                              |
| - N. 3 Maintenance worker   |                        |                  |                              |

**5. Total amount of the Economic Offer – CAP 2171**

| Item | Description                                                               | Amount (Euro) |
|------|---------------------------------------------------------------------------|---------------|
| 1    | Recruitment/hiring of pre-selected staff, to be outsourced to AICS Yangon | 1.350         |
| 2    | Contract management of pre-selected staff, to be                          | 19.908        |



ORIGINAL

7

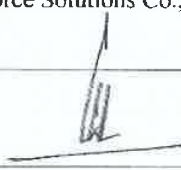
|                                                      |                           |                                                 |
|------------------------------------------------------|---------------------------|-------------------------------------------------|
|                                                      | outsourced to AICS Yangon |                                                 |
| 3                                                    | Medical Check-up          | 600                                             |
| 4                                                    | Insurance                 | 1.400                                           |
| <b>TOTAL AMOUNT OF THE ECONOMIC OFFER – CAP 2171</b> |                           | <b>23.258</b><br><i>[Maximum Eur 27.000,00]</i> |

**Particulars of the quotation –**

- i. Social Security Board (Employee Contribution) = 2% of income with a maximum of MMK 6,000 (approx. EUR 4)
- ii. Personal Income Tax = calculated as per Myanmar Labor Laws for a period of 12 months contract.
- iii. Health Insurance Premium = please find in the attached document reference to Basic Cover -10 units, Insurance cover 1 – 3 units, Insurance cover 2 – 10 units with local insurance company (GGI) Benefit for GGI insurance as below:  
For Basic insurance cover
  - for hospitalization = MMK 100,000 per day (60 days maximum)
  - for death = MMK 10,000,000 MMKFor Insurance cover 1
  - for surgical operations with general or spinal anesthesia = Actual Cost (OR) minimum 1,500,000 MMK
  - for miscarriage = MMK 300,000 (Regardless of the units bought)

(Maximum benefit amount of surgical operation and miscarriage cannot exceed MMK 500,000 multiplied by purchased unit)

For Insurance cover 2
  - for clinic/hospital out-patient treatment = MMK 25,000 per visit (up to 4 visits)
- iv. Medical Check Up = please refer to the attached document reference

|                          |                                                                                     |
|--------------------------|-------------------------------------------------------------------------------------|
| <b>Name</b>              | Mr. Kshitij Chaudhary                                                               |
| <b>Firm and Position</b> | WinCom Workforce Solutions Co.,Ltd<br>Director                                      |
| <b>Signature</b>         |  |
| <b>Date</b>              | 16/11/2020                                                                          |



ORIGINAL

8

**ANNEX V.C – BUDGET AID 11121**

**1. Recruitment/hiring of pre-selected staff, to be outsourced to AICS Yangon**

| Staff to be outsourced                                                                                                                             | Recruitment/hiring<br>Total price (lump sum)<br>(EUR) |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <b>AID 11121 – VIETNAM</b><br>- N. 1 – Government Liaison Officer<br>- N. 1- Driver Logistician<br>- N. 1- Administrative-Accounting Assistant: ** | 11.450                                                |

\*\* The staff to be outsourced is not sure at present. However, it shall be included in the contractor offer. The contracting authority will inform the awarded contractor on whether to proceed or not with the concerned staff outsourcing.

**2. Contract management of pre-selected staff, to be outsourced to AICS Yangon**

Management fees cannot exceed 20% on the outsourced staff gross salary (column B) and shall include bank transfer fees and any fee not specifically mentioned in the present budget.

| Staff to be outsourced                        | N. Months of contract | Monthly Gross Salary (EUR) | Management Fees 17% of Gross Salary (EUR) | Monthly cost for contract management (EUR) | Total price for n. of months considered (EUR) |
|-----------------------------------------------|-----------------------|----------------------------|-------------------------------------------|--------------------------------------------|-----------------------------------------------|
|                                               | <b>A</b>              | <b>B</b>                   | <b>C</b>                                  | <b>D = B+C</b>                             | <b>E= (D*A)</b>                               |
| <b>AID 11121 – Government Liaison Officer</b> | 6                     | 3.016                      | 513                                       | 3.529                                      | 21.174                                        |
| <b>AID 11121 – Driver/Logistician</b>         | 6                     | 1.666                      | 283                                       | 1.949                                      | 11.694                                        |



ORIGINAL

9

|                                                               |   |              |              |              |               |
|---------------------------------------------------------------|---|--------------|--------------|--------------|---------------|
| <b>AID 11121 – Accounting and Administrative Assistant **</b> | 6 | 2.399        | 408          | 2.807        | 16.842        |
| <b>TOTAL</b>                                                  |   | <b>7.081</b> | <b>1.204</b> | <b>8.285</b> | <b>49.710</b> |

\*\* The staff to be outsourced is not sure at present. However, it shall be included in the contractor offer. The contracting authority will inform the awarded contractor on whether to proceed or not with the concerned staff outsourcing.

**3. Medical check-up**

Medical check-up for outsourced staff will be provided by the Outsourcing Company, certifying that such staff is fit for the employment.

Payment of the medical check-up costs to the Outsourcing Company will be made upon submission to AICS Yangon of Fit-for-employment certificates of the outsourced staff considered.

| Staff to be outsourced                          | N. of staff considered                                              | Unit price (EUR) | Total price (lump sum) (EUR) |
|-------------------------------------------------|---------------------------------------------------------------------|------------------|------------------------------|
|                                                 | <b>A</b>                                                            | <b>B</b>         | <b>C=A*B</b>                 |
| AID 11121 – VIETNAM                             |                                                                     |                  |                              |
| - N. 1 – Government Liaison Officer             | <i>n. 3 people<br/>(n. 2 Vietnam [and n. 1 Foreigner] citizens)</i> |                  |                              |
| - N. 1- Driver Logistician                      |                                                                     | 65               | 195                          |
| - N. 1- Administrative-Accounting Assistant: ** |                                                                     |                  |                              |

\*\* The staff to be outsourced is not sure at present. However, it shall be included in the contractor offer. The contracting authority will inform the awarded contractor on whether to proceed or not with the concerned staff outsourcing.

**4. Insurance**

The Outsourcing Company will set a private Health Insurance and Insurance against Accidents at work for all the outsourced staff, to be covered from starting to ending date of working contracts.




Payment of insurance costs to the Outsourcing Company will be made upon submission to AICS Yangon of Insurance proof of subscription for the outsourced staff considered.

| Staff to be outsourced                                                                                                                       | N. of staff considered                                      | Unit price (EUR) | Total price (lump sum) (EUR) |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|------------------|------------------------------|
|                                                                                                                                              | A                                                           | B                | C=A*B                        |
| AID 11121 -- VIETNAM<br>- N. 1 - Government Liaison Officer<br>- N. 1- Driver Logistician<br>- N. 1- Administrative-Accounting Assistant: ** | n. 3 people<br>(n. 2 Vietnam [and n. 1 Foreigner] citizens) | 550              | 1.650                        |

\*\* The staff to be outsourced is not sure at present. However, it shall be included in the contractor offer. The contracting authority will inform the awarded contractor on whether to proceed or not with the concerned staff outsourcing.

#### 5. Total amount of the Economic Offer – AID 11121

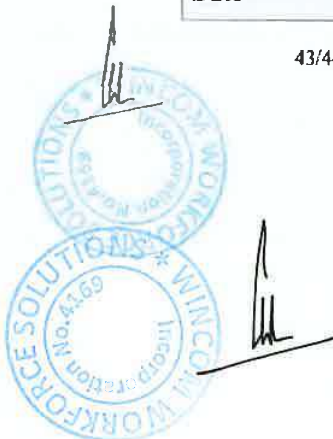
| Item | Description                                                                | Amount [Euro]                            |
|------|----------------------------------------------------------------------------|------------------------------------------|
| 1    | Recruitment/hiring of pre-selected staff, to be outsourced to AICS Yangon  | 11.450                                   |
| 2    | Contract management of pre-selected staff, to be outsourced to AICS Yangon | 49.710                                   |
| 3    | Medical Check-up                                                           | 195                                      |
| 4    | Insurance                                                                  | 1.650                                    |
|      | <b>TOTAL AMOUNT OF THE ECONOMIC OFFER – AID 11121</b>                      | <b>63.005</b><br>[Maximum Eur 70.000,00] |

|                          |                                                                                     |
|--------------------------|-------------------------------------------------------------------------------------|
| <b>Name</b>              | Mr. Kshitij Chaudhary                                                               |
| <b>Firm and Position</b> | WinCom Workforce Solutions Co.,Ltd<br>Director                                      |
| <b>Signature</b>         |  |
| <b>Date</b>              | 16/11/2020                                                                          |

Page | 10

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

[www.wincomsolutions.com](http://www.wincomsolutions.com)







PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER[S] OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

ORIGINAL

140

LEGAL ENTITY

PRIVACY STATEMENT [https://ec.europa.eu/eas/eas/contract\\_terms/info\\_contract/legal\\_entity/legal\\_entity\\_en.shtml](https://ec.europa.eu/eas/eas/contract_terms/info_contract/legal_entity/legal_entity_en.shtml)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

|                                               |                                                                         |                                     |                                                                |
|-----------------------------------------------|-------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------|
| OFFICIAL NAME ①                               | WINCOM WORKFORCE SOLUTIONS CO.,LTD                                      |                                     |                                                                |
| BUSINESS NAME (if different)                  | WINCOM WORKFORCE SOLUTIONS CO.,LTD                                      |                                     |                                                                |
| ABBREVIATION                                  | WINCOM WORKFORCE                                                        |                                     |                                                                |
| LEGAL FORM                                    | CORPORATION                                                             |                                     |                                                                |
| ORGANISATION TYPE                             | FOR PROFIT                                                              | <input checked="" type="checkbox"/> |                                                                |
|                                               | NON FOR PROFIT                                                          | <input type="checkbox"/>            | NGO ② YES <input type="checkbox"/> NO <input type="checkbox"/> |
| MAIN REGISTRATION NUMBER ③                    | 102426169                                                               |                                     |                                                                |
| SECONDARY REGISTRATION NUMBER (if applicable) |                                                                         |                                     |                                                                |
| PLACE OF MAIN REGISTRATION                    | CITY                                                                    | YANGON                              |                                                                |
|                                               | COUNTRY                                                                 | MYANMAR                             |                                                                |
| DATE OF MAIN REGISTRATION                     | 12                                                                      | 12                                  | 2016                                                           |
|                                               | DD                                                                      | MM                                  | YYYY                                                           |
| VAT NUMBER                                    | A KHA/740(2020-2021)                                                    |                                     |                                                                |
| ADDRESS OF HEAD OFFICE                        | NO. 43/44, MMM BUILDING, STRAND ROAD, AHLONE TOWNSHIP, YANGON, MYANMAR. |                                     |                                                                |
| POSTCODE                                      | 11121                                                                   | P.O. BOX                            | AHL                                                            |
|                                               |                                                                         | CITY                                | YANGON                                                         |
| COUNTRY                                       | MYANMAR                                                                 | PHONE                               | +95 9 2627 888 00                                              |
| E-MAIL                                        | KC@WINCOMSOLUTIONS.COM                                                  |                                     |                                                                |

DATE 16/11/2020

STAMP

SIGNATURE OF AUTHORISED REPRESENTATIVE

① National denomination and its translation in EN or FR if existing.  
② NGO - Non Governmental Organisation, to be completed if NFPD is indicated.  
③ Registration number in the national register of companies. See table with corresponding field denomination by country.



ORIGINAL

TABLE WITH CORRESPONDING FIELD DENOMINATION BY COUNTRY

141

| ISO CODE | MAIN REGISTRATION NUMBER                                                                                                                                  |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| AT       | Firmenbuchnummer (FN)<br>ZentraleVereinregister (ZVR-Zahl)<br>Ordnungsnummer                                                                              |
| BE       | Numéro d'entreprise<br>Ondernemingsnummer<br>Unternehmensnummer                                                                                           |
| BG       | Булстат (Bułstat Code)<br>Επιχειρηματική Αιτιολογία Κωδικός (ΕΑΚ/ΠΛΗΚ)<br>Unified Identification Code (UIC)                                               |
| CY       | Αριθμός Εγγραφής<br>Αριθμός Μητρώου                                                                                                                       |
| CZ       | Identifikační číslo (IČO)                                                                                                                                 |
| DE       | Handelsregister<br>Genossenschaftsregister (Nummer de Firma)<br>Vereinsregister (Nummer des Vereins)<br>Nummer der Partnerschaft (Partnerschaftsregister) |
| DK       | Det centrale virksomhedsregister (CVR-nummer)                                                                                                             |
| EE       | Registriikood                                                                                                                                             |
| ES       | HOJA number                                                                                                                                               |
| FI       | Yritys- ja yhteisötunnus (Y-tunnus)<br>Företags- och organisationsnummer (FO-nummer)<br>Business Identity code (Business ID)                              |
| FR       | Immatriculation au Registre de Commerce et de Sociétés (RCS)<br>Système Informatique du Répertoire des Entreprises (SIRENE)                               |
| GB       | Company number                                                                                                                                            |
| GR       | ΑΡΙΘΜΟΣ Γ.Ε.ΜΗ ( Γενικού Εμπορικού Μητρώου)<br>Δικηγορικός Σύλλογος Αθηνών (Δ.Σ.Α)                                                                        |
| HR       | Matični broj subjekta (MBS)<br>Pod registarskim Brojem<br>Matični broj obrta (MBO)<br>Registarski Broj kakladnog                                          |
| HU       | Céginyilvényszám                                                                                                                                          |
| IE       | Company number<br>Grouping registration number in Ireland                                                                                                 |
| IT       | Repertorio Economico Amministrativo (REA)                                                                                                                 |
| LT       | Kodas                                                                                                                                                     |
| LU       | Registre de commerce et des sociétés RCS<br>Numéro d'immatriculation<br>Handelsregisternummer                                                             |
| LV       | Vienotais Reģistrācijas Numurs                                                                                                                            |



Handwritten signature

ORIGINAL

142

|    |                                                                                    |
|----|------------------------------------------------------------------------------------|
| MT | Registration number<br>Register of Voluntary Organisation (Identification number)  |
| NL | Kamer van Koophandel (KvK-nummer)<br>Dossiernummer                                 |
| PL | REGON                                                                              |
| PT | Numero de identificação de pessoa colectiva (NIPC)                                 |
| RO | Numar de ordine în registrul comerțului<br>Numarul înscrierii în registrul special |
| SE | Organisationsnummer                                                                |
| SI | Matična številka                                                                   |
| SK | Identifikačné číslo (ICO)                                                          |



ORIGINAL

193



**FINANCIAL IDENTIFICATION**

FRANCHISE STATEMENT

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

**BANKING DETAILS (1)**

ACCOUNT NAME (2) WINCOM WORKFORCE SOLUTIONS CO., LTD

IBAN/ACCOUNT NUMBER (3) [REDACTED]

CURRENCY EURO

BIC/SWIFT CODE [REDACTED] BRANCH CODE (4) [REDACTED]

BANK NAME CIB BANK

**ADDRESS OF BANK BRANCH**

STREET & NUMBER [REDACTED]

TOWN/CITY [REDACTED] POSTCODE [REDACTED]

COUNTRY [REDACTED]

**ACCOUNT HOLDER'S DATA**

AS DECLARED TO THE BANK

ACCOUNT HOLDER [REDACTED]

STREET & NUMBER [REDACTED]

TOWN/CITY [REDACTED] POSTCODE [REDACTED]

COUNTRY [REDACTED]

REMARK [REDACTED]

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (5)

DATE (Obligatory) 30-Jan-2020

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

- (1) Enter the final bank data and not the data of the intermediary bank.
- (2) This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- (3) Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- (4) Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- (5) It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.



ORIGINAL

235



### Health Insurance

#### Aim

To ease the cost of medical treatment to a certain degree through health insurance cover.

#### Who can insure

Myanmar citizens and foreigners residing in Myanmar for various reasons

#### Age limit

The age of the insured must be between 6 and 75.

Persons between ages from 6 to 18 years can be insured only through their parents or the guardian.

#### Insurance period

One year beginning from the date of premium payment

#### Types of cover

| Sr. | Insurance cover   | Benefits                                                                   | Units available       |
|-----|-------------------|----------------------------------------------------------------------------|-----------------------|
| 1.  | Basic cover       | Hospitalization due to illness<br>Hospitalization due to accident<br>Death | From one to ten units |
|     | Insurance cover 1 | Surgery<br>Miscarriage                                                     | From one to ten units |
|     | Insurance cover 2 | Going to hospital/clinic                                                   | From one to ten units |





ORIGINAL

236

**Premium payment**

For corporate customers – every month; every three months; biannually or in lump sum  
 Individuals – biannually or in lump sum

**Premium rate**

| Sr.                                | Age group | Individuals      |                     | Corporate customers |                   |                  |                     |
|------------------------------------|-----------|------------------|---------------------|---------------------|-------------------|------------------|---------------------|
|                                    |           | Biannual premium | Premium in lump sum | Monthly premium     | Quarterly premium | Biannual premium | Premium in lump sum |
| <b>Basic cover (one unit)</b>      |           |                  |                     |                     |                   |                  |                     |
| 1.                                 | 6-30      | 5,600            | 11,000              | 1,000               | 2,800             | 5,300            | 10,500              |
| 2.                                 | 31-40     | 7,300            | 14,300              | 1,200               | 3,600             | 6,900            | 13,600              |
| 3.                                 | 41-50     | 9,000            | 17,600              | 1,500               | 4,400             | 8,600            | 16,700              |
| 4.                                 | 51-60     | 14,600           | 28,600              | 2,500               | 7,100             | 13,900           | 27,200              |
| 5.                                 | 60-75     | 31,400           | 61,600              | 5,300               | 15,400            | 29,800           | 58,500              |
| <b>Optional cover-1 (one unit)</b> |           |                  |                     |                     |                   |                  |                     |
| 1.                                 | 6-75      | 8,400            | 16,500              | 1,400               | 4,200             | 8,000            | 15,700              |
| <b>Optional cover-2 (one unit)</b> |           |                  |                     |                     |                   |                  |                     |
| 1.                                 | 6-75      | 4,500            | 8,800               | 800                 | 2,200             | 4,300            | 8,400               |

**Scope of insurance cover**

**Local:** undergo treatment at a hospital or a clinic or by a doctor, officially recognized by the Ministry of Health and Sports

**Abroad:** undergo treatment at a hospital or a clinic officially recognized by the relevant department by the doctor holding the official permit issued by the relevant department

**Benefits**

For Basic insurance cover

- K 10,000 per day for hospitalization (maximum period: 60 days)
- K 1,000,000 for death



ORIGINAL

237

*Optional insurance covers*

*Insurance cover 1*

Actual cost or ~~minimum~~ K 500,000 per unit for surgical operation performed under anesthetic

Regardless of the units bought, K 300,000 for undergoing treatment at clinic/hospital for miscarriage

Maximum benefit for surgical operation and miscarriage (k 500,000 x number of units)

*Insurance cover 2*

K 2,500 for one clinic treatment

Maximum benefit (K 10,000 x number of units)

**Exclusions**

No claim payment shall be made for any injury, illness, hospitalization, surgical operation, medical treatment and death directly or indirectly caused by anyone of the following cases:

- (i) Persons undergoing medical treatment and are recommended by a physician for medical treatment, and persons already showing symptoms of illness
- (ii) Surgical operation related to delivery, caesarean section and child birth. But hospitalization or undergoing surgery due to pregnancy-related diseases after taking insurance cover (including poisoning, hypertension, and diabetes) during pregnancy are inclusive. Moreover, miscarriage is inclusive in optional insurance cover-1
- (iii) Psychosis and other mental disorders
- (iv) Hospitalization for diagnosis or rest
- (v) Hospitalization or undergoing surgery for fertility
- (vi) Any dental treatment except from accidently injury
- (vii) Eye test, visual disorders, eye treatment and eyesight improvement therapy except from accidently injury
- (viii) Treatment for beautification
- (ix) Treatment in connection with earphone wearing
- (x) Physical defect or infirmity
- (xi) Drug abuse
- (xii) Committing crime
- (xiii) AIDS/HIV infection
- (xiv) Terrorism, riot, war or warlike situation
- (xv) Less than three-day hospitalization for disease treatment



ORIGINAL

238

- (xvi) False claims
- (xvii) Suicide or self-inflicted injury

Aside from the abovementioned points, the insured shall lose all the benefits stated in the policy for any careless mistakes, intentional presentation of false statements, withholding information, or any falsehood in the proposal.

**Persons entitled for benefits**

Parents or guardians are entitled to the insurance benefits if the age of the policy holder is between six and 18. Any policy holder whose age reaches 18 is entitled to the insurance benefits. If the policy holder dies, beneficiary named in the policy is entitled.

**How to get health insurance**

Please contact the head office of the Grand Guardian Insurance Public Co., Ltd or its branches or agents of this company.

GGI staff or the agents will provide optimum services in filling and forwarding the proposal, facilitating premium payment and issuing policy through easy and simple procedures

**Claim procedures**

Send an initial notification to GGI

Make a claim together with all necessary documents after been discharged from hospital

Make a claim together with the license number of the physician who gave treatment if medical care was taken at a clinic

GGI staff will provide the most excellent quality services in quickest means as soon as the claim request is accepted.



ORIGINAL

243

အလုပ်ခန့်ထားမှုဆိုင်ရာသဘောတူညီချက်စာချုပ်

Employment Contract

စာချုပ်အမှတ်: \_\_\_\_\_

Contract No.: \_\_\_\_\_

မြန်မာနိုင်ငံ၊ \_\_\_\_\_ တိုင်းဒေသကြီး/ပြည်နယ်၊ \_\_\_\_\_ မြို့နယ်၊ \_\_\_\_\_ မြို့၊ \_\_\_\_\_  
ရပ်ကွက်၊ \_\_\_\_\_ လမ်း၊ အမှတ် ( ) တွင် နေထိုင်သော အလုပ်ရှင်အမည် \_\_\_\_\_  
၊ နိုင်ငံသားစိစစ်ရေး ကတ်ပြားအမှတ်သို့မဟုတ် နိုင်ငံကူး လက်မှတ်အမှတ် \_\_\_\_\_

(နောင်တွင် "အလုပ်ရှင်" ဟုခေါ်ဆိုမည်ဖြစ်ပြီး ယင်းစကားရပ်တွင်အခြား  
နည်းဖြင့်ကိုယ်ပိုင်လုပ်ငန်းလုပ်ကိုင်သူ သို့မဟုတ် အကျိုးတူစက်ဝပ်လုပ်ငန်းလုပ်ကိုင်သူပစ္စုလိကလုပ်ငန်းဖြစ်ပါက  
အလုပ်ရှင်သေဆုံးသည့်အခါ လုပ်ငန်းဆက်ခံသူ သို့မဟုတ် တရားဝင်ကိုယ်စားလှယ်တို့အားလုံး ပါဝင်သည်ဟု  
မှတ်ယူရမည်) ကတစ်ဇက်

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 \_\_\_\_\_ (နောင်တွင် "အလုပ်သမား" "ဝန်ထမ်း" ဟုခေါ်ဆိုမည်ဖြစ်ပြီး ယင်းစကားရပ်တွင်  
လုပ်ခရသည်ဖြစ်စေ မရသည်ဖြစ်စေအလုပ်လုပ်ကိုင်လျက်ရှိသော အလုပ်သင်များ၊ ပညာသင်များလည်း  
ပါဝင်သည်။ အလုပ်ရှင် နှင့်အတူနေပြီး အလုပ်ရှင်အဖော်တွင် ရှိခဲ့သော အလုပ်ရှင်၏သားရက်  
ပါဝင်သည်ဟုမှတ်မှတ်ရ) တို့သည်

\_\_\_\_\_ ရုနံ၊ \_\_\_\_\_ လ၊ \_\_\_\_\_ ရက်နေ့၊ \_\_\_\_\_  
နေရာတွင်အောက်ဖော်ပြပါအတိုင်းအလုပ်ခန့်ထားမှုဆိုင်ရာသဘောတူညီချက်စာချုပ်ကိုနှစ်ဦးနှစ်ဖက်လက်မှတ်ရေး  
ထိုးချုပ်ဆိုကြပါသည်။



ORIGINAL

244

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 ဆောင်ရွက်ပုံကို ဝန်ထမ်းအဖြစ် ဝင်ရောက်နိုင်ပါသည်။

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

၂။ အစမ်းခန့်ကာလ(သို့ မဟုတ်) အလုပ်စတင်ရောက်သည့်ရက်စွဲ

2. Probation Period/Date of Commencement of Employment

- (က) စတင်ခန့်အပ်သည့် \_\_\_\_\_ ရက်နေ့မှစ၍ (၃) 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) အလုပ်စတင်ရောက်သည့်နေ့ရက် \_\_\_\_\_ ခုနှစ်၊ \_\_\_\_\_ လ၊ \_\_\_\_\_ ရက်ဖြစ်သည်။



*[Handwritten signature]*



ORIGINAL

245

(b) The date of commencement of the employment is \_\_\_\_\_.

မှတ်ချက်။ အလုပ်ရှင်မှ အစမ်းခန့်ကာလ 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) လစာ (ကျပ်/နိုင်ငံခြားငွေ) \_\_\_\_\_
- (c) Monthly Salary (MMK/FC) \_\_\_\_\_

(သ) လုပ်ခလစာကို အလုပ်ရှင်နှင့် အလုပ်သမား ကနဦးသဘောတူ သတ်မှတ်ထားသည့် လစာနှင့် အညီဝေးချေသတ်မှတ်နိုင်သည်။ ယင်းအပြင်အလုပ်သမား၏ လုပ်ရည်ကိုင်ရည်ပေါ်တွင် အခါအား လျော်စွာ အလုပ်ရှင်နှင့်အလုပ်သမားတို့မှ နှစ်ဦးသဘောတူပြောင်းလဲ သတ်မှတ်နိုင်သည်။ (ထိုသို့ သတ်မှတ်ရာတွင် အနည်းဆုံးအခြေကြမ်းငွေ 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.

(e) 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/တက်မူရန်)၊ \_\_\_\_\_ လမ်း၊ အမှတ် ( \_\_\_\_\_ )။



ORIGINAL

246

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 ဖောက်ဖျက်ခြင်းမရှိပါက ဤ သဘောတူစာချုပ်  
သက်တမ်းကာလ တိုးပေးနိုင်သည်။ သို့ရာတွင် အလုပ်ရှင်သည် စာချုပ်သက်တမ်း  
ကာလပိုမေးခြင်းကို အကြောင်းပြင်းပယ်ခြင်းမပြုရ။

(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 အလုပ်ရှင်မှ ရေတွက်ပေးရမည်။

(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 \_\_\_\_\_



ORIGINAL

247

- (ခ) အားလပ်ချိန် \_\_\_\_\_ နာရီတိတိမှ \_\_\_\_\_ နာရီတိတိအထိ
- (b) Rest time from \_\_\_\_\_ to \_\_\_\_\_
- (ဂ) အားလပ်ချိန် \_\_\_\_\_ နာရီတိတိမှ \_\_\_\_\_ နာရီတိတိအထိ
- (c) Meal time from \_\_\_\_\_ to \_\_\_\_\_

(လုပ်ငန်းသဘာဝအရ အလုပ်ရှင်/အလုပ်သမားနှစ်ဦးနှစ်ဖက်ညှိနှိုင်း၍ ဥပဒေနှင့်အညီ သက်ဆိုင်ရာသို့ တင်ပြခွင့်ပြုချက်ရယူပြီး ပြောင်းလဲလုပ်ကိုင်နိုင်ပါသည်။)

(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။ နားရော် အလုပ်ပိတ်ရက်နှင့်ခွင့်ရက်

7. Rest Days, Holidays and Leave Days

(က) နားရော်။ ရက်သတ္တပတ် တစ်ပတ်လျှင် သာမန်အားဖြင့် တနင်္ဂနွေနေ့ကို နားရော် အဖြစ်လည်းကောင်း၊ လုပ်ငန်းသဘာဝအားဖြင့် နေရာဒေသ၏ ဓလေ့ထုံးစံအရ တစ်ပတ်လျှင် အလုပ်နားရော် တစ်ရက်ကို အလုပ်ရှင်နှင့် အလုပ်သမား တို့၏ သဘောတူညီချက်ဖြင့် လည်းကောင်း သတ်မှတ်နိုင်ပါသည်။ နားရော် တွင်တည်ဆဲ အလုပ်သမားဥပဒေများနှင့်အညီ လုပ်ခလစာခံစားခွင့်ရှိပါသည်။

(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 နှစ်စဉ်အမိန့်ကြော်ငြာစာဖြင့် သတ်မှတ်ထားသော အများပြည်သူအလုပ်ပိတ်ရက်များတွင် 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



ORIGINAL

248

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။

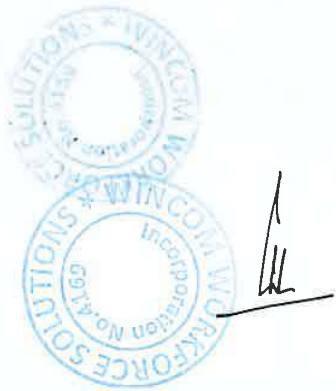
(c) Leave Days: Leave days may be enjoyed in accordance with the applicable labor laws upon request of the Employee as follows:

(၁) ရှောင်တခင်ခွင့်အလုပ်စတင် စင်ရောက်သည့်နေ့ရက်မှ 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 အခြေခံလုပ်ခလစာသို့မဟုတ် မည်သည့်စရိတ်မျှ မပါသည့်အခြေခံနေ့တွက်နှုန်းဖြင့်တစ်နှစ်လျှင် တစ်ဆယ်ရက် တဆက်တည်းခံစားခွင့် ရှိသည်။ သို့ရာတွင်အလုပ်ရှင်အလုပ်သမား သဘောတူညီချက်ဖြင့်လုပ်သက်ခွင့် တစ်ဆယ် ရက်ကို ခွဲ၍ ခံစားခွင့်ပြုနိုင်သည်။ ၂၀ ရက်အပြည့်မလုပ်ခဲ့သော လတိုင်းအတွက် မိမိလုပ်သက် ခွင့်ရက်မှ ခွင့်တစ်ရက်ကုန် အဖြစ်ခံရမည်။

(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.



ORIGINAL

249

- (၃) ဆေးခွင့်၊ လုပ်သက် (၆) လပြည့်ပြီးသူသည် အခြေခံလစာ ဖြင့်တစ်နှစ်လျှင်ဆေးခွင့်ရက် ပေါင်း (၃၀) ခံစားခွင့် ရှိသည်။ သို့ရာတွင် အနည်းဆုံးလုပ်သက် (၆) လပြည့်အောင်မလုပ်ခဲ့ရသေးလျှင် ဆေးလက်မှတ်ခွင့်ကိုလစာမရှိခွင့်ရက်အဖြစ်ခံစားခွင့်ရှိသည်။ လူမှုစုလုံခြုံရေးဥပဒေအရအကျိုးခံစားခွင့်အလုပ်သမားဖြစ်ပါက ဥပဒေဝါခံစားခွင့်အတိုင်းခံစားခွင့်ရှိသည်။
- (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၏ မိသားစုပင် သို့မဟုတ် မိဘနားရေးကိစ္စဖြစ်သည့်အခါ အနည်းဆုံး အခြေခံလစာဖြင့် ဖြတ်တောက်ခြင်းမပြုဘဲ ၁၉၅၁ ခုနှစ် ခွင့်ရက်နှင့် အလုပ်ပိတ်ရက်အက်ဥပဒေအရ ခံစားခွင့်ရှိသည်။ အလုပ်သမား၏ဥပဒေဝါခွင့်ခံစားမှုတုန့်ဆုံးချိန်တွင် 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။





ORIGINAL

250

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. Annammaritation

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

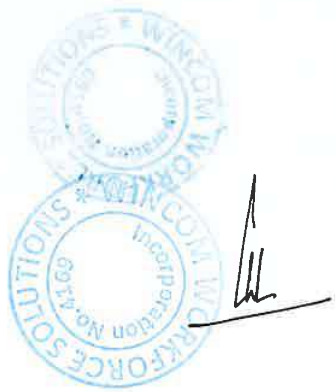
၁၁။ ဆေးဝါးကုသခြင်း

11. Medical Treatment

(က) ၂၀၀၂ ခုနှစ် လူမှုဖူလုံရေးဥပဒေနှင့် အကျိုးမဝင်သော 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.



ORIGINAL

251

- (a) ၂၀၁၂ ခုနှစ် လူမှုကုန်သွယ်ရေးဥပဒေနှင့် အကျုံးဝင်သော 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.
- (c) ၂၀၁၂ ခုနှစ် လူမှုကုန်သွယ်ရေးဥပဒေနှင့် အကျုံးဝင်သော 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။ အလုပ်ခွင်သို့ကြည့် ပို့ယာဉ်စီစဉ်ပေးခြင်းနှင့် ခရီးသွားလာခြင်း  
 နို့/မနို့ (နို့ကူးကုန်ပြုလုပ်မှုကိစ္စများကော်မရှင်းကဏ္ဍ)

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၊ အလုပ်သမားနှစ်ဦးတို့အကြားညှိနှိုင်း၍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



ORIGINAL

252

Employer and Employee may upon mutual agreement prescribe Workplace Regulations.

၁၄။ အလုပ်ရှင်စေလွှတ်သည့်သင်တန်းသို့ တက်ရောက်ပါကယင်းသင်တန်းတက်ရောက်ပြီးနောက် ဆက်လက်

တာဝန်ထမ်းဆောင်ရန်အလုပ်သမားကသဘောတူညီသည့်ကာလကန့်သတ်ချက်(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 သိကြားချက်ဆိုရမည်။
- (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) အတည်ပြုခန့်ထားသောအလုပ်သမားသည် 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 month's notice in advance to the Employer, Manager or Administrator.
  - (၂) အလုပ်မှ တရားဝင် နှုတ်ထွက်ခွင့်ပြုရာတွင် အလုပ်သမားသည် မိမိအား ထုတ်ပေးထားသည့် လစာကတ်၊ ဝန်ထမ်းကတ်၊ လုပ်ငန်းသုံးပစ္စည်းနှင့် ကိရိယာများကို ပြန်လည်ပေးအပ်ရမည့်အပြင်မိမိတာဝန်ယူထားသည့်စာရင်းများ၊ ငွေကြေးများ၊ စွဲငှားများကိုလည်း အလုပ်ရှင်ထံသို့ စနစ်တကျ လွှဲပြောင်းပေးအပ်ရမည်။



ORIGINAL

253

(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 ငြိမ်းငြိမ်း အလုပ်ရှင်မှ အလုပ် ရပ်စဲမှု မှန်ရာအကြား မေးခွန်းမလိုဘဲ ရေရှည်အတွက် အမှန်တကယ် အလုပ်လုပ်ခဲ့ သည့် ရက်များအတွက် လုပ်ခကျန်ငွေနှင့် 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) အထက်အပိုင်းခွဲငယ် (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 အလုပ်ရပ်စဲရန်အခါ နှိုက်လှုံအခါ အကြောင်းပြချက်ဖြင့် မှတ်တမ်းမှတ်ရာများဆောင်ရွက်ထားရှိပြီး ရုံးအမိန့်စာဖြင့် အလုပ်ရှင် သို့မဟုတ် အလုပ်ရှင်ကိုယ်စားတာဝန်ရှိသူက လက်မှတ်ရေးထိုး၍ အလုပ်သမားအား ပေးပြီးမှ အလုပ်မှရပ်စဲရမည်။ အလုပ်သမားအား အလုပ်မှ ရပ်စဲခြင်း ယုတ်ပယ်ခြင်း တိရစ္ဆာန်များ အားပေးသည် အလုပ်ရှင်ဟောင်းသာ 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



ORIGINAL

254

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

(3) Other than in accordance with above sub-sub-paragraph (1), the Employer may terminate the employment by giving at least one month's 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 လုပ်ငန်းညှိနှိုင်းရေးကော်မတီနှင့် ညှိနှိုင်းဆောင်ရွက်ရမည်။
- (၅) 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။ တချုပ်ရပ်စဲခြင်း။

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။ စာချုပ်ပါစည်းကမ်းချက်အပေါ် အကျဉ်းချုပ်

17. Contractual Obligations

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

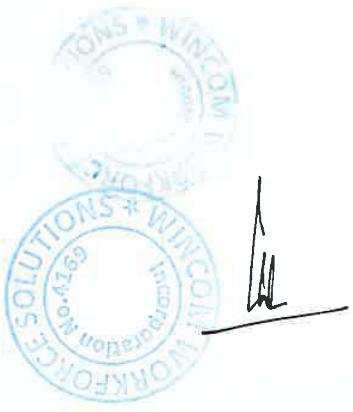


ORIGINAL

256

- (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၊ ဗဟိုအဖွဲ့ဝင်များနှင့် စီမံကိန်းများသည် မြန်မာနိုင်ငံ၏ တည်ဆဲ ဥပဒေများ၊ ယဉ်ကျေးမှုနှင့် ဓလေ့ထုံးစံများကို လေးစားလိုက်နာရမည်။
- (2) Foreign Employers, supervisors, professionals and family members shall respect and comply 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 အကဲဖြတ်ပေးစားရမည်။
- (5) The Employer shall inform the Employee about their rights and benefits of the employment; and
- (၆) အလုပ်ရှင်သည် လုပ်ငန်း၏ လိုအပ်ချက်အရ လုပ်ငန်းခွင်ကူးပြောင်းမှုရက် ကင်းရှင်းရေးကို အထူးဦးစားပေးဆောင်ရွက်ရမည်။
- (6) The Employer shall give special priority to workplace safety and health in accordance with the needs of the business.

- (ခ) အလုပ်သမားများ၏တာဝန်ဝတ္တရားများ
- (၁) အလုပ်သမားသည် လုပ်ငန်း၏လိုအပ်ချက်အရ ထုတ်ပြန်ထားသော လုပ်ငန်းခွင်ဘေး အန္တရာယ် ကင်းရှင်းရေး ဆိုင်ရာ ညွှန်ကြားချက်များကို လိုက်နာဆောင်ရွက်ရမည်။



ORIGINAL

257

(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) လုပ်ငန်းခွင်နှင့်အလုပ်ဆိုင်ရာများ ပူးပေါင်းဆောင်ရွက်ရာတွင် လုပ်ငန်းခွင်ကို လျှောက်စားခြင်း၊ လုပ်ငန်းကိုပိတ်ထားခြင်း၊ လုပ်ငန်းကိုစိတ်ဖြာပြင်ဆင်ခြင်းနှင့်ယှက်ခြင်းအန္တရာယ်ပေးခြင်း၊ ကိုယ်ထိလက်ရောက် ကျူးလွန် ဖော်ကားခြင်းများမပြုလုပ်ရ။

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

(၄) အလုပ်ရှင်မှကြိုတင်ခွင့်ဟထားသည့် 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;



ORIGINAL

258

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

၁၈။ အလုပ်ခန့်ထားမှုဆိုင်ရာသဘောတူညီချက်စာချုပ်အား အလုပ်ရှင်နှင့်အလုပ်သမားနှစ်ဦး သဘောတူ ဖျက်သိမ်းခြင်း။

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

အလုပ်ရှင်နှင့် အလုပ်သမားနှစ်ဦးနှစ်ဦးက 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 နှစ်ဦးနှစ်ဦးက ညှိနှိုင်းဖြေရှင်းရမည်။ အကယ်၍ ဖြေရှင်းဆောင်ရွက်ခြင်းမရှိပါက 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။ ကျွမ်းကျင်မှုတိုးတက်ရေးနှင့် လက်မှုပညာ ပြုစုရေးဆောင်ခြင်း

20. Regulation, modification and addition of contract terms

အတည်ပြုလက်မှတ်ရေးထိုးပြီးသော အလုပ်ခန့်ထားမှုဆိုင်ရာ သဘောတူညီချက်စာချုပ်ကို သက်ဆိုင်ရာ ဦးစီးဌာန အလုပ်အကိုင်နှင့် အလုပ်သမားရှာဖွေရေးရုံးများသို့ ပေးပို့ပြုစုဆောင်ရွက်ခြင်းဖြင့် အလုပ်သမား ဥပဒေများနှင့်အညီပြင်ဆင်ခြင်းနှင့်ပြည့်စုံခြင်းဖြင့်လုပ်ငန်း အလုပ်ရှင်နှင့်အလုပ်သမားနှစ်ဦးနှစ်ဦးက ညှိနှိုင်းဆွေးနွေးပြင်ဆင်ခြင်းဖြင့်ဆောင်ရွက်အဆိုပါ 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 ဆက်စပ်လျက်ရှိသော ဥပဒေများတွင် 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) လိုအပ်ပါက တည်ဆဲဥပဒေများနှင့် မဆန့်ကျင်သော သက်ဆိုင်ရာ လုပ်ငန်းခွင်သဘာဝအရ ထုတ်ပြန်ထားသည့် တည်ငြိမ်အိမ်ရာနှင့် အလုပ်ခွင်အတွင်း လိုက်နာရန် စည်းမျဉ်းစည်းကမ်းနှင့် ရပိုင်ခွင့်များကို ဤစာချုပ်၏ တစ်စိတ်တစ်ဒေသအဖြစ် မှတ်ယူရမည်။
- (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) အလုပ်ခန့်ထားမှုဆိုင်ရာ သဘောတူညီချက်စာချုပ်အား လုပ်ငန်း၏ သဘောသဘာဝအရ တည်ဆဲ အလုပ်သမားဥပဒေများပါ ရပိုင်ခွင့်နှင့် အခွင့်အရေးများအောက် လုပ်လျော့ခြင်းမရှိဘဲ အပြည့်ပြည့်ဆိုင်ဆိုင် ရာခိုင်နှုန်းစံနှုန်းများနှင့်အညီ 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.





ORIGINAL

260

အလုပ်သမား၏လက်မှတ်

အလုပ်ရှင်(သို့, ဗဟုတ်)

(သို့, ဗဟုတ်)

မန်နေဂျာ (သို့, ဗဟုတ်)

လက်ပံလက်မပုံစံ/Employee

စီမံအုပ်ချုပ်သူ/Employer

လက်မှတ် (Sign) \_\_\_\_\_  
 အမည် (Name) \_\_\_\_\_  
 ရာထူး/အဆင့် (Position) \_\_\_\_\_  
 နိုင်ငံသား စိစစ်ရေး \_\_\_\_\_  
 ကတ်ပြားအမှတ်(သို့, ဗဟုတ်) \_\_\_\_\_  
 နိုင်ငံကူးလက်မှတ်အမှတ် (NRC/Passport) \_\_\_\_\_  
 လုပ်ငန်း/ဌာန \_\_\_\_\_  
 ရက်စွဲ \_\_\_\_\_

လက်မှတ် (Sign) \_\_\_\_\_  
 အမည် (Name) \_\_\_\_\_  
 ရာထူး/အဆင့် \_\_\_\_\_  
 နိုင်ငံသား စိစစ်ရေး \_\_\_\_\_  
 ကတ်ပြားအမှတ်(သို့, ဗဟုတ်) \_\_\_\_\_  
 နိုင်ငံကူးလက်မှတ်အမှတ် \_\_\_\_\_  
 လုပ်ငန်း/ဌာန \_\_\_\_\_  
 ရက်စွဲ \_\_\_\_\_

အလုပ်သမားအသိထက်သော  
 Witness for the Employee

အလုပ်ရှင်အသိထက်သော  
 Witness for the Employer

လက်မှတ် (Sign) \_\_\_\_\_  
 အမည် (Name) \_\_\_\_\_  
 ရာထူး/အဆင့် \_\_\_\_\_  
 နိုင်ငံသားစိစစ်ရေး \_\_\_\_\_  
 ကတ်ပြားအမှတ်(သို့, ဗဟုတ်) \_\_\_\_\_  
 နိုင်ငံကူးလက်မှတ်အမှတ် \_\_\_\_\_  
 လုပ်ငန်း/ဌာန \_\_\_\_\_  
 ရက်စွဲ \_\_\_\_\_

လက်မှတ် (Sign) \_\_\_\_\_  
 အမည် (Name) \_\_\_\_\_  
 ရာထူး/အဆင့် \_\_\_\_\_  
 နိုင်ငံသားစိစစ်ရေး \_\_\_\_\_  
 ကတ်ပြားအမှတ်(သို့, ဗဟုတ်) \_\_\_\_\_  
 နိုင်ငံကူးလက်မှတ်အမှတ် \_\_\_\_\_  
 လုပ်ငန်း/ဌာန \_\_\_\_\_  
 ရက်စွဲ \_\_\_\_\_







ORIGINAL

| Medical Check-up Package < MALE >   |                                         | Millennial < 40 > | Gen X 40-60 | Vintage > 60 | Whole Body Package | Comprehensive Package |
|-------------------------------------|-----------------------------------------|-------------------|-------------|--------------|--------------------|-----------------------|
| Basic Measurement (Vital Sign, BMI) | အခြေခံအားဖြည့်စမ်းသပ်ခြင်း              | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Medical History                     | ရောဂါအဖြစ်အပျက်အကြောင်းအရာ              | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Physical Examination                | အင်္ဂါအဖွဲ့စုံစစ်ဆေးခြင်း               | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| ECG                                 | ECG စစ်ဆေးခြင်း                         | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Chest x ray                         | ရင်ခွင် X-ray ရိုက်ကူးခြင်း             | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Ultrasound Abdomen                  | ရင်ခွင်အင်္ဂါအဖွဲ့အစည်း                 | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Visual Acuity by MO                 | မျက်စိအမြင်စစ်ဆေးခြင်း                  | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Fasting Blood Sugar (FBS)           | အစားအသောက်မသောက်ဘဲ သွေးရောင်စစ်ဆေးခြင်း | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Complete Blood Count                | ရক্তစုံစစ်ဆေးခြင်း                      | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Urine RE / Stool RE                 | ရေတွင်းစစ်ဆေးခြင်း                      | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Total Cholesterol                   | စုစုပေါင်းကွန်စတရော့စ်                  | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| HDL                                 | HDL                                     | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| LDL                                 | LDL                                     | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Triglycerides                       | ထရိုဂလီဆာရိဒ်                           | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Urea/ BUN                           | ယူရီးယား/ ဗီယူနိုတရီနို                 | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Creatinine                          | ကရီယက်                                  | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| SGOT                                | SGOT                                    | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| SGPT                                | SGPT                                    | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| HBSAb                               | HBSAb                                   | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| HBSAg (Test Kit)                    | HBSAg (Test Kit)                        | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Anti-HCV                            | Anti-HCV                                | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Syphilis (ICT)                      | စိန်စစ်ဆေးခြင်း                         | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Faecal Occult Blood                 | အစားအသောက်အမှတ်အသား                     | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| HBA1c                               | HBA1c                                   | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Total Bilirubin                     | စုစုပေါင်းဘီလီရူဘင်                     | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Alkaline Phosphatase                | အယ်ကယ်နီဖော့စ်                          | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| GGT                                 | GGT                                     | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Free T4                             | Free T4                                 | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| TSH                                 | TSH                                     | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Uric Acid                           | ယူရစ်အက်စစ်                             | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| PSA (Prostate Cancer)               | PSA (Prostate Cancer)                   | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| CEA (GI Cancer)                     | CEA (GI Cancer)                         | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| AFP (Liver Cancer)                  | AFP (Liver Cancer)                      | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| CA 19-9 (Pancreatic Cancer)         | CA 19-9 (Pancreatic Cancer)             | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Total Protein                       | စုစုပေါင်းပရိုတိန်း                     | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Ophthalmologist Consultation        | မျက်စိရောဂါဆရာဝန်တိုင်ကြားခြင်း         | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Exercise Stress Test                | လေ့ကျင့်ခန်းစမ်းသပ်ခြင်း                | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Echocardiogram                      | အင်္ဂါအဖွဲ့စုံစစ်ဆေးခြင်း               | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| CT Calcium Score                    | CT- ဖြစ်ပေါ်မှုစစ်ဆေးခြင်း              | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
| Cardiologist Consultation           | နှလုံးရောဂါဆရာဝန်တိုင်ကြားခြင်း         | ✓                 | ✓           | ✓            | ✓                  | ✓                     |
|                                     |                                         | 130,000           | 210,000     | 260,000      | 300,000            | 470,000               |





# Attachment E - Generali Private Insurance 2020

ORIGINAL

272

**Policy information:**

Policyowner:  
 Policy effective date:  
 Insurer:  
 Currency:



| Class name                                                                                                                        | PLAN A                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <b>GROUP YEARLY RENEWAL TERM LIFE</b>                                                                                             |                                                                                |
| Geographical scope:                                                                                                               | Worldwide                                                                      |
| Sum Assured                                                                                                                       | 115,000,000                                                                    |
| 1 Death benefit due to accident                                                                                                   | 100% Sum Assured                                                               |
| 2 Death benefit due to non - accident                                                                                             | 100% Sum Assured                                                               |
| 3 Total & Permanent Disabilities benefit                                                                                          | 100% Sum Assured                                                               |
| <b>GROUP YEARLY RENEWAL ACCIDENTAL DEATH &amp; DISABILITIES</b>                                                                   |                                                                                |
| Geographical scope:                                                                                                               | Worldwide                                                                      |
| Sum Assured                                                                                                                       | 30 BMS                                                                         |
| 1 Death benefit due to accident                                                                                                   | 100% Sum Assured                                                               |
| 2 Accidental Death benefit while riding as a fare-paying passenger in a public transportation                                     | 200% Sum Assured                                                               |
| 3 Accidental Disability                                                                                                           | according to Disabilities Schedule of Indemnities                              |
| 4 Accidental Burns                                                                                                                | according to Burns Schedule of Indemnities                                     |
| <b>GROUP YEARLY RENEWAL INCOME COMPENSATION</b>                                                                                   |                                                                                |
| Geographical limit:                                                                                                               | Worldwide                                                                      |
| Sum Assured                                                                                                                       | 90 days/leave, 180 days/year                                                   |
| 1 Injury (inpatient and outpatient) from 1st day                                                                                  | 100% monthly salary/30                                                         |
| <b>GROUP YEARLY RENEWAL MEDICAL</b>                                                                                               |                                                                                |
| Geographical limit:                                                                                                               | Worldwide *                                                                    |
|                                                                                                                                   | Reimbursement of expenses incurred to ACCIDENT, ILLNESS, MATERNITY AND DENTAL. |
| <b>ACCIDENTAL MEDICAL TREATMENT (INPATIENT AND OUTPATIENT)</b>                                                                    |                                                                                |
|                                                                                                                                   | Per Year                                                                       |
| Maximum Sum Assured includes sub-limit as below:                                                                                  | 115,000,000                                                                    |
| 1 Daily Room and Board                                                                                                            | 5,750,000                                                                      |
| 2 In-patient treatment for Accident                                                                                               | 115,000,000                                                                    |
| Cost of vitamin, supplements drugs which is prescribed along with targeted medicine, but not exceed the cost of targeted medicine | 2,300,000                                                                      |
| 3 ICU In-patient treatment (Max 30 days)                                                                                          | 115,000,000                                                                    |
| 4 Daily hospitalization allowance (Max 60 days)                                                                                   | Use State Health: 575,000<br>Not Using State Health: 115,000                   |
| 5 Surgery for Accidental                                                                                                          | 115,000,000                                                                    |
| 6 Ambulance service for Accident                                                                                                  | 115,000,000                                                                    |
| 7 Out-patient treatment for Accident                                                                                              | 115,000,000                                                                    |
| 8 Emergency dental treatment for Accident (Within 24 hours after Accident occur)                                                  | 115,000,000                                                                    |
| 9 Emergency Maternity treatment for Accident (Within 24 hours after Accident occur)                                               | 115,000,000                                                                    |
| <b>IN-PATIENT TREATMENT FOR ILLNESS</b>                                                                                           |                                                                                |
|                                                                                                                                   | Per Year                                                                       |
| Maximum Sum Assured includes sub-limit as below:                                                                                  | 345,000,000                                                                    |
| 1 Daily Room and Board                                                                                                            | 17,250,000                                                                     |
| 2 In-patient treatment for illness                                                                                                | 345,000,000                                                                    |
| Cost of vitamin, supplements drugs which is prescribed along with targeted medicine, but not exceed the cost of targeted medicine | 6,900,000                                                                      |



*[Handwritten signature]*



|                                                               |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                             |
|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 3                                                             | ICU In-patient treatment (Max 30 days)                                                                                                                                                                                                                                                                                                                            | 345,000,000                                                                                                                 |
| 4                                                             | Daily Hospitalization allowance (Max 60 days)                                                                                                                                                                                                                                                                                                                     | Use State Health: 1,500,000<br>Not Using State Health: 345,000                                                              |
| 5                                                             | Day-patient treatment                                                                                                                                                                                                                                                                                                                                             | 345,000,000                                                                                                                 |
| 6                                                             | Surgery for illness                                                                                                                                                                                                                                                                                                                                               | 345,000,000                                                                                                                 |
| 7                                                             | Organ transplant (In respect of kidney, heart, liver, lung and bone marrow)                                                                                                                                                                                                                                                                                       | 345,000,000                                                                                                                 |
| 8                                                             | Pre-hospitalization treatment (30 days before admission to Hospital)                                                                                                                                                                                                                                                                                              | 17,250,000                                                                                                                  |
| 9                                                             | Post-hospitalization treatment (45 days after discharge from Hospital)                                                                                                                                                                                                                                                                                            | 17,250,000                                                                                                                  |
| 10                                                            | Home Nursing care (max 60 days)                                                                                                                                                                                                                                                                                                                                   | 6,000,000/ year                                                                                                             |
| 11                                                            | Local Ambulance service for illness (not apply for Maternity care)                                                                                                                                                                                                                                                                                                | 345,000,000                                                                                                                 |
| <b>MATERNITY CARE (under Inpatient Treatment for illness)</b> |                                                                                                                                                                                                                                                                                                                                                                   | <b>Per Year</b>                                                                                                             |
| Maximum Sum Assured (Includes sub-limit as below)             |                                                                                                                                                                                                                                                                                                                                                                   | 60,000,000                                                                                                                  |
| 1                                                             | Pre-natal check-up (max 5 times)                                                                                                                                                                                                                                                                                                                                  | 1,150,000                                                                                                                   |
| 2                                                             | Normal delivery (**)                                                                                                                                                                                                                                                                                                                                              | 60,000,000                                                                                                                  |
| 3                                                             | Post-natal / after pregnancy complication check-up for 1 time within 45 days after delivery or pregnancy complication                                                                                                                                                                                                                                             |                                                                                                                             |
| 4                                                             | In-patient pediatric care (within 14 days following the delivery date)                                                                                                                                                                                                                                                                                            |                                                                                                                             |
| 5                                                             | Pregnancy complication treatment and/or difficult delivery (**)                                                                                                                                                                                                                                                                                                   | 60,000,000                                                                                                                  |
| 6                                                             | Daily hospitalization allowance (Max 60 days)                                                                                                                                                                                                                                                                                                                     | Using state Health: 300,000<br>Not using state Health: 60,000                                                               |
| <b>OUT-PATIENT TREATMENT FOR ILLNESS</b>                      |                                                                                                                                                                                                                                                                                                                                                                   | <b>Per Year</b>                                                                                                             |
| Maximum Sum Assured (Includes sub-limit as below)             |                                                                                                                                                                                                                                                                                                                                                                   | 23,000,000                                                                                                                  |
| 1                                                             | Out-patient treatment for illness (per One visit of medical examination and treatment) including consultant fee, prescribed medicine, cost of laboratory and screening tests, Cost of vitamin, supplements drugs which is prescribed along with targeted medicine, but not exceed the cost of targeted medicine of One visit of medical examination and treatment | 23,000,000<br>1,150,000                                                                                                     |
| 2                                                             | Physiotherapy (max 60 times)                                                                                                                                                                                                                                                                                                                                      | 480,000                                                                                                                     |
| <b>DENTAL CARE (under Outpatient Treatment for Illness)</b>   |                                                                                                                                                                                                                                                                                                                                                                   | <b>Per Year</b>                                                                                                             |
| Maximum Sum Assured (Includes sub-limit as below)             |                                                                                                                                                                                                                                                                                                                                                                   | 4,600,000                                                                                                                   |
| 1                                                             | Scaling/polishing (maximum 2 times)                                                                                                                                                                                                                                                                                                                               |                                                                                                                             |
| 2                                                             | Check up/ consultation/ diagnosis                                                                                                                                                                                                                                                                                                                                 | 4,600,000                                                                                                                   |
| 3                                                             | Specialized dental treatment                                                                                                                                                                                                                                                                                                                                      |                                                                                                                             |
| <b>WAITING PERIOD</b>                                         |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                             |
| 1                                                             | For existing members, whose requested waiting period have been qualified                                                                                                                                                                                                                                                                                          | Waived                                                                                                                      |
| 2                                                             |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                             |
| 2.1                                                           | Pre-existing conditions                                                                                                                                                                                                                                                                                                                                           | Waived                                                                                                                      |
| 2.2                                                           | Special diseases                                                                                                                                                                                                                                                                                                                                                  | Waived                                                                                                                      |
| 2.3                                                           | Maternity                                                                                                                                                                                                                                                                                                                                                         | Pro-rata 50 days for abortion, miscarriage, pregnancy treatment prescribed by attending doctors;<br>270 days for childbirth |
| 2.4                                                           | Disability/Total Permanent Disability due to special diseases, pre-exist                                                                                                                                                                                                                                                                                          | 365 days                                                                                                                    |

Note:  
 (\*) Maternity care benefit, Ambulance services for Accident, and Ambulance service for illness are only covered within Vietnam territory.  
 (\*\*) Daily Room and board charge of Maternity care benefit which General covered maximum up to sublimit of Room and board  
 This quotation is for reference only as it is based on assumed census in Sheet Master info.





1.4. Vị trí Position:

1.5. Mô tả Công việc:  
Job description:

Theo bản mô tả công việc được cấp phát bởi Công Ty.  
In accordance with the job description provided by the Company.

**Điều 2: Chế độ làm việc**  
Article 2: Work regime

2.1. Thời giờ làm việc:  
Time of Work:

2.2. Những dụng cụ làm việc được cấp phát bao gồm:  
Provision of work equipment included:

Theo quy định pháp luật về lao động hiện hành và theo yêu cầu bản chất công việc theo thỏa thuận tại Hợp Đồng này.  
In accordance with the applicable regulations on labour and as required by the nature of the work to be performed as agreed in this Contract.

**Điều 3: Nghĩa vụ, quyền lợi, và lợi ích của Người Lao Động**  
Article 3: Obligations, rights and benefits of the Employee

**3.1. Quyền và lợi ích/ Rights and Benefits**

- a) Phương tiện di chuyển:  
Means of transport: Tự túc  
Own means of transport.
- b) Mức lương hoặc tiền công gộp:  
Gross salary or wages: đồng/ tháng.  
VND/ month.
- c) Phương thức trả lương:  
Method of payroll: Chuyển khoản  
Bank Transfer.
- d) Hình thức trả lương:  
Form of payroll:
- e) Các khoản tiền thưởng:  
Bonuses: Theo chính sách của Công Ty và các quy định pháp luật về lao động hiện hành.  
In accordance with the Company's policies and applicable regulations on labour.
- f) Chế độ nâng mức lương:  
Regime for advancement in wage grades: Theo chính sách của Công Ty  
In accordance with the Company's policies.
- g) Việc cung cấp trang bị bảo hộ cá nhân gồm:  
Providing with personal protection equipment: Theo quy định pháp luật về lao động hiện hành và theo như yêu cầu bản chất công việc được thỏa thuận tại Hợp Đồng này.  
In accordance with the applicable regulations on labour and as required by the nature of the work to be performed as agreed in this Contract.
- h) Thời gian nghỉ ngơi (phép tuần, phép năm, và các ngày Lễ chính thức ...):  
Time of rest (weekly leave, annual leave and public holidays...): Theo quy định pháp luật về lao động hiện hành. Trong đó số ngày nghỉ phép hàng năm là ngày và theo chính sách áp dụng của Công Ty.  
In accordance with the applicable regulations. Accordingly, annual leaves shall include days and be in accordance with the applicable policies of the Company.
- i) Bảo hiểm theo luật định:  
Statutory insurances: Hưởng các chế độ BHXH, BHYT và BHTN theo quy định pháp luật hiện hành.  
Entitled to Social Insurance, Health Insurance and Unemployment insurance in accordance with applicable regulations.
- j) Chế độ đào tạo nghề:  
Regime for vocational training: Phụ thuộc vào yêu cầu công việc. Trong thời gian huấn luyện, Người Lao Động phải nghiêm túc hoàn thành mỗi khóa huấn luyện đúng thời hạn và yêu cầu đã thỏa thuận.  
Subject to the requirements of your role. During the training period, the employee must complete each applicable training course strictly on time and comply with the requirement agreed from time to time.



- k) Những thỏa thuận khác: *Other agreements* Công Ty sẽ khấu trừ và kê khai thay cho Người Lao Động này thuế thu nhập cá nhân (nếu có) phát sinh từ tiền lương, phụ cấp, tiền thưởng do Công Ty chi trả theo quy định pháp luật hiện hành của Việt Nam.  
*The Company will deduct and declare, on behalf of the Employee, personal income tax (if any) arising from Employee's salary, allowances and bonuses paid by the Company under applicable regulations of Vietnam.*

Người Lao Động sẽ không nhận được số tiền lương tính theo ngày làm việc tương ứng và bồi thường Công Ty theo quy định pháp luật nếu đơn phương hoặc tự ý chấm dứt hợp đồng trước thời hạn mà không báo trước cho Công ty theo thời hạn luật định hoặc không bàn giao đầy đủ công việc và tài sản cho Công Ty cấp phát (nếu có).

*Employee would not be received the wages of working day and will indemnify the Company following the applicable regulations if unilateral termination of contract ahead of schedule without giving notice to the Company according to the applicable labor regulations or not to hand-over work completing and property (if any).*

### 32. Nghĩa vụ của Người Lao Động/ *Obligations of the Employee*

- a) Hoàn thành công việc đã cam kết trong Hợp đồng Lao động này và các Phụ lục được lập vào từng thời điểm (nếu có).  
*To fulfill the job undertaken in this labour contract and its annex made from time to time (if any).*
- b) Tuân thủ các nghĩa vụ đóng Bảo hiểm Xã hội (BHXH), Bảo hiểm Y tế (BHYT), Bảo hiểm Thất nghiệp (BHTN) (nếu có) và Thuế Thu nhập Cá nhân theo pháp luật hiện hành.  
*To contribute Social Insurance, Medical Insurance, Unemployment Insurance (if any) and Personal Income Tax in accordance with applicable legislation.*
- c) Tuân thủ các chỉ dẫn hợp pháp của người quản lý hoặc người phụ trách có thẩm quyền, nội quy lao động và các quy định nội bộ khác của Công ty và bên thứ ba có liên quan đến công việc thực hiện theo Hợp đồng này.  
*To comply with lawful directions given by the marketing team lead or competent person, internal labor rules or other internal labour disciplines of the Company and any third party relevant to the work under this Contract.*
- d) Bồi thường cho Công Ty do (i) Người Lao Động làm hư hỏng dụng cụ, thiết bị hoặc có hành vi khác gây thiệt hại tài sản của Công Ty thì phải bồi thường theo quy định của pháp luật, và/hoặc (ii) vi phạm kỷ luật lao động hoặc trách nhiệm pháp lý khác căn cứ theo nội quy lao động, Bộ Luật Lao Động Việt Nam hoặc theo các thỏa thuận giữa Công ty và Người Lao Động.  
*Compensate the Company if (i) the Employee causes damage to the work tool and equipment or any violation on the assets of the Company shall pay compensation in accordance with the laws; and/or violating the labor disciplines or other legal liability pursuant to the internal labour rules, the Labour Code of Vietnam or as otherwise agreed between the Company and the Employee.*

### Điều 4: Nghĩa vụ và quyền hạn của Công Ty

#### Article 4: Obligations and rights of the Company

#### 4.1. Nghĩa vụ/ *Obligations*

- a) Bảo đảm việc làm và đáp ứng những nghĩa vụ theo Hợp đồng Lao động này và pháp luật hiện hành.  
*To provide employment to the employee and meet its obligations under the labour contract and applicable legislation.*
- b) Đóng BHXH, BHYT và BHTN theo pháp luật hiện hành.  
*To pay Social Insurance, Health Insurance and Unemployment Insurance in accordance with applicable legislation.*
- c) Thanh toán đầy đủ và đúng thời hạn tất cả các chế độ và quyền lợi khác cho Người Lao Động này theo Hợp đồng Lao động này và thỏa thuận chung, nếu có.  
*To fully and duly pay the employee all remuneration and other fringe benefits of the employee in accordance with the labour contract and the collective agreement, if any.*

#### 4.2. Quyền hạn/ *Rights*

- a) Quản lý Người Lao Động này để đảm bảo rằng các nghĩa vụ của anh/chị ấy được hoàn tất theo hợp đồng lao động này.  
*To manage the employee to ensure that his/her obligations are fulfilled in accordance with the labour contract.*
- b) Tạm hoãn hoặc chấm dứt Hợp đồng Lao động này, và áp dụng các hình thức xử lý kỷ luật theo Bộ Luật Lao Động Việt Nam, Thỏa Thuận Chung (nếu có) và các nội quy của Công ty.  
*To suspend or terminate the labour contract and apply disciplinary measures in accordance with the Labor Code of Vietnam, the Collective Agreement (if any) and the Company's internal regulations.*





**Điều 5: Điều khoản thực thi**  
*Article 5: Implementation provisions*

5.1. Bất kỳ vấn đề về lao động nào không được định nghĩa trong Hợp đồng Lao động này sẽ phải được quyết định theo các điều khoản của Thỏa ước Lao động Chung (nếu có) và quy định của pháp luật về lao động hiện hành.

*Any issues relating to labour matters not defined in this labour contract shall be determined in accordance with the provisions of the Labor Collective Agreement (if any) and applicable labor regulations.*

5.2. Hợp đồng này sẽ chấm dứt theo quy định của pháp luật về lao động hiện hành. Trong trường hợp Người lao động làm việc theo từng dự án của Công ty, khi các dự án này kết thúc, các Bên đồng ý rằng Hợp đồng này sẽ (i) mặc nhiên được chấm dứt theo đó dựa trên thông báo bằng văn bản trước ít nhất ngày của Công ty; hoặc (ii) xử lý theo quy định của Nội quy Lao động do nhu cầu kinh doanh của Công Ty.

*This labour contract shall be terminated in accordance with the applicable labour regulations. In case the Employee works under client project of the Company, when such project is terminated, the Parties agree that this labour contract shall be (i) automatically terminated accordingly upon prior at least notice of the Company; or (ii) proceeded in accordance with the Internal Labor Rules based on the business demands of the Company.*

5.3. Hợp đồng lao động này được lập thành 02 (hai) bản có giá trị ngang nhau tại Thành phố Hồ Chí Minh, có hiệu lực từ ngày: . Mỗi bên sẽ giữ một bản sao. Khi hai bên ký kết Phụ lục đính kèm theo Hợp đồng Lao động này, thì nội dung của Phụ lục đó cũng sẽ được xem là nội dung của bản Hợp đồng Lao động này.

*This labour contract is made in 02 (two) copies of equal validity at Hochiminh City, and comes into force on . Each party shall keep one copy. When two parties sign an appendix to this labour contract, the contents of that appendix shall be deemed to be contents of this labour contract.*

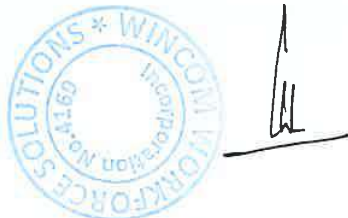
Tôi, người ký tên dưới đây, đã ký trong quyền hạn được cho phép về việc ủy quyền từ Chủ tịch Hội đồng Quản Trị kiêm Người Đại diện theo pháp luật của Công ty Cổ Phần Adecco Việt Nam.

*I, the undersigned, have signed in my capacity of the authorization from Chairwoman of the Board of Management and Legal Representative of Adecco Vietnam Joint Stock Company.*

**Người sử dụng lao động/ Employer**

**Người Lao Động/ Employee**

**Trưởng phòng nhân sự**  
*HR – Admin Team Lead*





**APPENDIX 1: CONFIDENTIALITY AGREEMENT**  
**PHỤ LỤC 1: BẢO MẬT THÔNG TIN**

**1. Confidentiality / Tính bảo mật**

1.1. Employee acknowledges that certain business, financial and operational information, personal data and certain data of a secret and proprietary nature (all such information and data being referred to as "Confidential Information") have been or may be disclosed to Employee by Adecco or has otherwise come to Employee's attention. Employee certifies that such Confidential Information will be held in complete confidence and shall not at any time be disclosed (in whole or in part) without Adecco's prior written consent to any other person, nor used for any purpose other than the performance of this Agreement.

Người Lao Động thừa nhận rằng Adecco hoặc bên thứ ba có liên quan đến công việc thực hiện theo Hợp đồng Lao động đã hoặc có thể tiết lộ một số thông tin nhất định về doanh nghiệp, tài chính, hoạt động kinh doanh của doanh nghiệp, dữ liệu cá nhân hoặc các loại dữ liệu khác có tính chất **độc quyền và bí mật (tất cả các thông tin và dữ liệu đó được gọi là "Thông tin Mật")** hoặc bằng cách nào đó các thông tin này đã thu hút sự chú ý của Người Lao Động. Người Lao Động xác nhận rằng Thông tin Mật sẽ được giữ bí mật hoàn toàn và không được tiết lộ (toàn bộ hoặc một phần) cho bất cứ người nào nếu không có sự đồng ý trước bằng văn bản, cũng như không được sử dụng cho bất kỳ mục đích nào khác ngoài việc thực hiện Hợp đồng này.

[INCLUDE ONLY FOR COLLEAGUES WORKING IN THE FINANCE DEPARTMENT] Furthermore, any Confidential Information which could be deemed Competitively Sensitive Information (as defined in the Adecco Group's Antitrust Policy) and is related to Sensitive Businesses (as defined in the Adecco Group's Antitrust Policy), shall be held by the Employee in strict confidence, and not be disclosed, in whole or in part, at any time, to any other person, whether internal (other than to other Employees working for Sensitive Businesses) or external, nor used for any purpose other than the performance of this Agreement. Upon Employee's change of department or termination of the Agreement, such information shall remain in the division supporting or within the Sensitive Businesses. [CHỈ DÀNH CHO NGƯỜI LAO ĐỘNG LÀM VIỆC TẠI BỘ PHẬN KẾ TOÁN] Hơn nữa, bất cứ Thông tin Bảo mật nào được xem là Thông tin Cạnh tranh Nhạy cảm (theo như định nghĩa trong Chính sách Chống độc quyền của Tập đoàn Adecco) và có liên quan tới các Công việc Kinh doanh Nhạy cảm (theo như định nghĩa trong Chính sách Chống độc quyền của Tập đoàn Adecco) sẽ được Người Lao Động giữ bí mật tuyệt đối và sẽ không được tiết lộ, dù là toàn phần hay một phần, vào bất kì thời điểm nào, cho bất cứ người nào khác, ngay cả Người Lao Động nội bộ (những Người Lao Động không làm những công việc Kinh doanh Nhạy cảm) hay người ngoài, cũng như không được sử dụng cho bất kỳ mục đích nào khác ngoài việc thực hiện hợp đồng này. Đối với sự thay đổi bộ phận hoặc chấm dứt Hợp đồng của Người Lao Động, những thông tin đó sẽ được duy trì trong bộ phận hỗ trợ hoặc trong các Công việc Kinh doanh nhạy cảm.

1.2. Employee agrees that no right or license is granted to Employee in relation to Confidential Information and undertakes not to copy, reproduce or distribute, in whole or in part, any Confidential Information in documentary or in other tangible form, except as may be strictly necessary to perform this Agreement. Upon Adecco's request and, in any case, upon termination of the Agreement, Employee shall return to Adecco all its Confidential Information (and any copies thereof) in Employee's possession or in possession of third parties (to the extent that Employee might be aware of). The latter might include deleting Adecco's email account or Adecco's Client email accounts which are accessible by the Employee through any devices.

Người Lao Động chấp nhận không có quyền hay được cấp giấy phép có liên quan tới Thông tin Mật và cam kết không sao chép, tái tạo hoặc phân phối, toàn phần hoặc bản phần, bất cứ Thông tin Mật dưới dạng tài liệu hoặc ở dạng hữu hình khác, trừ trường hợp có thể được thực hiện nghiêm chỉnh một cách cần thiết theo như hợp đồng này. Theo như yêu cầu của Adecco, trong bất cứ trường hợp nào, khi chấm dứt hợp đồng, Người Lao Động sẽ trả lại Adecco tất cả những Thông tin Mật đó (và bất kì bản sao nào) thuộc sở hữu của Người Lao Động hoặc sở hữu của bên thứ 3 (trong phạm vi nhận thức của Người Lao Động). Sau đó có thể bao gồm việc xóa tài khoản email của Adecco hoặc tài khoản email của các Khách hàng của Adecco được Người Lao Động truy cập bằng bất cứ thiết bị nào.

**2. Intellectual Property / Sở hữu trí tuệ**



2.1. Intellectual Property includes without limitation any reports, studies, patents, copyright, designs, trade mark (whether registered or otherwise), trade names, inventions and improvements, know-how, Confidential Information, trade secrets, and any other industrial, intellectual property or protected rights similar to the foregoing, generated or produced by the Employee during the Period of Employment.

Sở hữu trí tuệ bao gồm nhưng không giới hạn bất kỳ báo cáo, nghiên cứu, sáng chế, bản quyền, thiết kế, thương hiệu (đã hoặc chưa đăng kí), nhãn hiệu, các sáng chế và cải tiến, bí quyết, Thông tin Mật, bí mật thương mại và bất cứ, sở hữu công nghiệp, sở hữu trí tuệ khác hoặc những quyền được bảo vệ như đã nêu trên, được Người Lao Động tạo ra hoặc sản xuất trong quá trình làm việc.

2.2. The ownership of all Intellectual Property shall belong exclusively to Adecco.  
Quyền sở hữu trí tuệ sẽ độc quyền thuộc về Adecco.

### 3. Data Protection / Bảo vệ dữ liệu

31. Adecco may collect, use or disclose the Personal Data which Employee provides to Adecco for the Purpose described in the Adecco Asia Data Protection Policy at <https://adecco.com.vn/en/site/privacy>, including the provision of Services, storage, analytical or dispute resolution purposes, as well as, to comply with applicable laws, regulations and Adecco's internal policies. Capitalized terms used in this form and not expressly defined shall have the same meaning as set out in the Adecco Asia Data Protection Policy. Adecco có thể thu thập, sử dụng hoặc tiết lộ các thông tin cá nhân mà Người Lao Động cung cấp cho Adecco cho mục đích được mô tả trong Chính sách Bảo vệ Thông tin của Adecco Khu Vực Châu Á tại <https://adecco.com.vn/vn/site/privacy>, bao gồm tất cả các mục đích về cung cấp Dịch vụ, lưu trữ, phân tích hoặc giải quyết tranh chấp, chiếu theo điều luật, quy định và chính sách của Adecco. Những cụm từ viết in và không được định nghĩa rõ trong mẫu đơn này sẽ có ý nghĩa tương tự với quy định trong Chính sách Bảo vệ Thông tin của Adecco Khu vực Châu Á.

32. This acts as a consent that Adecco may also transfer your Personal Data to Adecco's employees, officers, directors, clients (and its agents), suppliers (mainly, IT providers and financial and legal advisors), authorities and to other Adecco affiliates, based locally or abroad, in order to reasonably achieve the Purpose. In any case, transfers to third parties will strictly be on a need to know basis, in order to comply with contractual or legal obligations and provided that such third parties have data protection standards comparable to Adecco's.

Thỏa thuận này có nghĩa là Người Lao Động đã đồng ý để Adecco có thể chuyển Dữ Liệu Cá Nhân của Người Lao Động cho nhân viên, cán bộ, giám đốc, khách hàng (và chi nhánh của khách hàng), các nhà cung cấp (chủ yếu là các nhà cung cấp CNTT, cố vấn tài chính và pháp lý), chính quyền nhà nước (và các phòng ban liên quan), và các chi nhánh khác của Adecco có liên quan, có trụ sở tại địa phương hoặc nước ngoài, để đạt được Mục Đích một cách hợp lý (nếu có). Việc chuyển giao cho bên thứ ba sẽ hoàn toàn dựa trên cơ sở hiểu biết cần thiết, để tuân thủ các nghĩa vụ hợp đồng hoặc pháp lý và miễn là các bên thứ ba đó cũng có tiêu chuẩn bảo vệ dữ liệu giống như Adecco.

33. Adecco will securely handle, maintain and store - for a limited period of time - your Personal Data in compliance with Adecco Asia Data Protection Policy and the applicable laws and regulations. Adecco sẽ xử lý, duy trì và lưu trữ an toàn trong một khoảng thời gian nhất định thông tin cá nhân của Người Lao Động theo Chính sách Bảo vệ Thông tin của Adecco Khu Vực Châu Á và theo các luật và quy định hiện hành.

34. Adecco relies on your Personal Data to achieve the Purpose; hence, Employee shall ensure that the Personal Data Employee provide is accurate, correct and complete. If Employee wish to correct, update or delete your Personal data, Employee may contact the Adecco Asia Data Protection Officer.

Adecco sẽ dựa vào thông tin cá nhân tiên hành mục đích thực hiện dịch vụ; do đó, hãy cung cấp thông tin cá nhân một cách chính xác và đầy đủ. Nếu muốn chỉnh sửa, cập nhật hoặc xóa bỏ thông tin, Người Lao Động có thể liên hệ với Nhân viên Bảo vệ Thông Tin của Adecco Khu Vực Châu Á.

35. Employee are entitled to withdraw this consent at any time by giving notice to the Adecco Asia Data Protection Officer. Employee acknowledge that such withdrawal shall apply prospectively and only affect Adecco's future use or disclosure of your Personal Data.

Người Lao Động có quyền hủy bỏ thỏa thuận này bất cứ khi nào bằng cách đề nghị với Nhân viên Bảo vệ Thông Tin của Adecco Khu Vực Châu Á. Lưu ý rằng sự hủy bỏ này sẽ được áp dụng kể từ khi có yêu cầu trở về sau và chỉ ảnh hưởng đến việc Adecco sử dụng hoặc tiết lộ thông tin cá nhân của Người Lao Động sau thời điểm có yêu cầu.



*[Handwritten signature]*



36. If Employee have any queries regarding Adecco's treatment of your Personal Data, this consent form or any related matter, Employee may refer to Adecco Asia Data Protection Policy or contact Adecco Asia Data Protection Officer at: [sg.lexal@adecco.com](mailto:sg.lexal@adecco.com).

*Nếu có bất cứ kiến nghị gì về việc Adecco sử dụng thông tin cá nhân của Người Lao Động, về bản thỏa thuận này hoặc các vấn đề liên quan khác, Người Lao Động có thể tham khảo Chính sách Bảo vệ Thông tin của Adecco Khu Vực Châu Á hoặc liên hệ Nhân viên Bảo vệ Thông Tin của Adecco Khu Vực Châu Á theo địa chỉ sau: [sg.lexal@adecco.com](mailto:sg.lexal@adecco.com)*

**4. Other Representations, Warranties & Obligations / Những người đại diện, sự đảm bảo và nghĩa vụ khác**

- 4.1 Employee represents and warrants that: (i) is eligible to work in Vietnam; (ii) has not been convicted of a crime or is (or expects to be) under criminal investigation; (iii) has provided accurate and true information to Adecco regarding Employee's educational and professional background, reference checks, medical condition, etc., in compliance with the applicable labour regulations.

*Người Lao Động đại diện và đứng ra đảm bảo rằng: (i) có đủ điều kiện làm việc ở Việt Nam; (ii) không bị kết án phạm tội hoặc bị (hoặc sẽ bị) điều tra tội phạm; (iii) cung cấp thông tin chính xác cho Adecco về quá trình học tập và làm việc, xác minh thông tin ứng viên, điều kiện y tế, văn vấn, theo yêu cầu của pháp luật lao động hiện hành.*

- 4.2 Employee shall / Người Lao Động sẽ:

4.2.1 carefully study and fully comply with policies, codes of conduct, handbooks and procedures of Adecco and its Client or any relevant third Party relevant in order to provide services in an integrity, dedicated and professional manner;

*nghiên cứu cẩn thận và thực hiện đầy đủ các chính sách, quy tắc ứng xử, sổ tay và các thủ tục của Adecco và Khách hàng của Adecco hoặc bất kỳ bên thứ ba nào liên quan để thực hiện dịch vụ một cách trung thực, tận tâm và chuyên nghiệp;*

4.2.2 follow instructions and directions of Adecco and/or its Client in relation to the performance of its job duties, provided that such direction is completely compliant with the applicable laws;

*làm theo hướng dẫn và chỉ đạo của Adecco và/hoặc Khách hàng của Adecco trong việc thực hiện các công việc của mình, miễn là các chỉ đạo này không trái với quy định pháp luật hiện hành;*

4.2.3 devote its entire time and attention to the performance of this Agreement;

*dành toàn bộ thời gian và sự chú ý cho việc thực hiện hợp đồng này;*

4.2.4 carry out its job duties in a diligent and professional manner;

*thực hiện công việc của mình một cách chuyên cần và chuyên nghiệp;*

4.2.5 comply strictly the policies, working rules relevant to any leave and its reason of Adecco and/or its Client, which is according to the applicable laws;

*tuân thủ các chính sách, quy chế làm việc về nghỉ phép và lý do nghỉ phép của Adecco và/hoặc Khách hàng của Adecco, tuân theo quy định của pháp luật hiện hành;*

4.2.6 maintain, contribute and defend good reputation of Adecco and its Client or any relevant third party; duly tri, đóng góp và bảo vệ danh tiếng của Adecco cũng như Khách hàng của Adecco hay bất kỳ một bên thứ ba liên quan;

4.2.7 not engage in any conduct prejudicial to any other employees, customers or candidates of Client or Adecco or any relevant third party; and

*không tham gia thực hiện vào bất cứ hành vi gây tổn hại cho những Người Lao Động khác, các khách hàng hoặc ứng viên của Adecco và bất kỳ bên nào liên quan; và*

4.2.8 fulfill Clause 4.1 above throughout the term of the Agreement.

*thực hiện đầy đủ Điều khoản 4.1 trong suốt thời hạn của Hợp đồng.*

- 4.3 Adecco shall be entitled to deduct from Employee's salary or final salary payment: (i) an amount in repayment of any advance annual leave that Employee has taken; (ii) any overpayment made by Adecco; (iii) any costs associated with Employee's personal usage of Adecco's property such as any mobile phone expenses or any applicable relocation costs.

*Adecco sẽ có quyền khấu trừ tiền lương hoặc khoản lương thanh toán cuối cùng của Người Lao Động nếu: (i) Người Lao Động đã sử dụng ngày nghỉ được hưởng nguyên lương vượt quá thỏa thuận tại Hợp đồng lao động và chính sách của Công ty; (ii) Adecco đã trả dư; (iii) bất kỳ chi phí liên quan đến việc chi tiêu của Người Lao Động yêu cầu Adecco hoặc khách hàng của Adecco phải trả cho mục đích cá nhân nằm ngoài công việc, ví dụ như chi phí điện thoại di động hoặc bất kỳ loại chi phí nào.*

**5. Termination / Chấm dứt hợp đồng**



5.1 In the event of gross negligence, misconduct, absence without valid reason, breach or neglecting of the Employee's job duties or breach of Clauses 4.1 or 4.2 above, Adecco shall be entitled to unilaterally terminate this Agreement as per the applicable regulations.

*Trong trường hợp Người Lao Động thực hiện công việc một cách cẩu thả, có hành vi sai phạm, vắng mặt mà không có lý do chính đáng, vi phạm hoặc bỏ bê công việc được giao hoặc vi phạm Điều khoản 4.1 hoặc 4.2 ở trên, Adecco có quyền đơn phương chấm dứt Hợp đồng này theo quy định của pháp luật hiện hành.*

5.2 As Adecco employee I hereby certify that I have read and fully understand the provisions in the policies with respect to implement as Adecco standard.

*Là Người Lao Động làm việc cho Adecco, tôi xác nhận rằng tôi đã đọc và hoàn toàn hiểu các quy định trong các chính sách về việc thực hiện theo tiêu chuẩn của Adecco.*

Người sử dụng lao động/ Employer

Người Lao Động/ Employee

Trưởng phòng nhân sự  
HR – Admin Team Lead



**APPENDIX 2: DECLARATION OF COMMITMENT**  
**PHỤ LỤC 2: CAM KẾT THỰC HIỆN**

The Employee have received the Internal Labour Rules, Code of Conduct, Adecco Asia Data Protection Policy (at <https://adecco.com.vn/en/site/privacy>) of the Company (herein after referred to as "Employee Documents") in soft copy or hard copy before or at the time of signing of this Labour Contract.  
Người Lao Động đã nhận lập tin hoặc quyền Nội Quy Lao Động, Quy Tác Ứng Xử, Chính Sách Bảo Vệ Thông Tin Của Adecco Khu Vực Châu Á (tại <https://adecco.com.vn/vn/site/privacy>), của Công ty (sau đây gọi tắt là "Tài Liệu Lao Động") bằng bản mềm hoặc bản cứng trước hoặc tại thời điểm ký kết Hợp đồng Lao động này.

The Employee clearly and voluntarily state that: I have read and understood and, therefore, commit to strictly comply with the Employee Documents of the Company.  
Người Lao Động khẳng định rõ ràng và một cách tự nguyện rằng: Tôi đã đọc và hiểu rõ và từ đó cam kết tuân thủ nghiêm ngặt các Tài Liệu Lao Động của Công ty.

Employee's signature  
Người lao động ký tên

