

CONTRACT

SERVICE CONTRACT

No CIG 8755670F71

FINANCED BY

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

PERSOLKELLY VIETNAM CO.,LTD
Company Limited
Official registration number:0301952605
Full official address: 18th Floor, Sanatus Building, 15 Le Thanh Ton Street, Ben Nghe Ward, District 1,
Ho Chi Minh City, Viet Nam
Tel: +842873039100
VAT number: 0301952605,
(‘the contractor’)

of the other part,

have agreed as follows:

CONTRACT TITLE

Service of outsourcing of staff for AICS Yangon (Hanoi Office) in Vietnam

Identification number CIG 8755670F71

(1) Subject

- 1.1 The subject of this contract is Service of outsourcing of staff for AICS Yangon (Hanoi Office) done in Vietnam with identification number CIG 8755670F71 ('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 maximum contract value is Euro 113.580,00 (VAT excluded)

Vietnam (AID 11121): Euro 113.580,00 (VAT excluded).

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 165.000,00 (VAT excluded).

(3) Order of precedence of contract documents

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

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

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

(4) Language of the contract

The language of the contract 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. 45/2021, 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: Vo Thi Thu Trang

Title: Senior Manager

Signature:



Date: 15 July 2021

For the contracting authority

Name: Walter Zucconi

Title: Head of Office – AICS Yangon

Signature:



Date: 14/07/2021



SPECIAL CONDITIONS

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

Article 2 Communications

- 2.1 Any official communication by the Contractor to the Contracting Authority must be written in English or Italian and must be addressed to AICS Yangon through PEC at the following email address: segreteria.yangon@aics.gov.it or delivered to the following address: Italian Agency for Development Cooperation – AICS Hanoi Office, Casa Italia, 18 Le Phung Hieu, Hanoi, Vietnam. Any official communication by the Contracting Authority to the Contractor must be written in English or Italian and must be addressed to Phuong_dinh@persolkelly.com or delivered to the following address: Persolkelly Vietnam Company Limited, 18th Floor, Sanatus Building, 15 Le Thanh Ton Street, Ben Nghe Ward, District 1, Ho Chi Minh City, Viet Nam.

Article 7 General obligations

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

Article 19 Implementation of the tasks and delays

- 19.1 The start date for implementation shall be the date of signature of the contract by both parties.
19.2 The period for implementing the tasks is 14 months from the start date.

Article 28 Expenditure verification

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

Article 29 Payment and interest on late payment

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

Option 2: Global Price Contract

Global price: Maximum contract value EUR 113.580,00 (VAT¹ excluded)

Vietnam (AID 11121): Euro 113.580,00 (VAT excluded)

Description	Maximum Total price [Euro] (VAT excluded)
AID 11121 – VIETNAM - N. 2 –Liaison Officers - N. 1- Translator/Administrative Assistant - N. 1- Driver Logistician	<i>EURO 113.580,00</i> <i>TOTAL AMOUNT OF THE ECONOMIC OFFER</i> <i>ANNEX V.A</i>

- The contractor is entitled to request 10% on the total value of the contract pre-financing is foreseen at signature of the contract, upon submission of pre-financing guarantee.
- The actual amounts payable after the pre-financing payment will vary on monthly basis, according to services actually provided, within the Maximum Contract value (global price) set herein.
- Unit costs of services provided in the framework of the present contract are detailed in Annex V – Budget. Costs of services provided on monthly basis will be calculated according to Annex V – Budget – art. V.A.
- Payments will be based on the contractor's invoice accompanied by relevant documents, as detailed in Annex V.
- Invoices shall be issued on montly basis, with reference to costs detailed in Annex V. Invoices shall be dated, stamped and signed by the Contractor 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 reports in accordance with Article 27 of the general conditions.

¹ VAT, Commercial Tax or other similar due taxes.

- Whether requested by the contractor, 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, if the contractor requests 10% on the total value of the contract pre-financing. 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

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ANNEX I:

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

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PRELIMINARY PROVISIONS

ARTICLE 1. DEFINITIONS

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

ARTICLE 2. COMMUNICATIONS

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

ARTICLE 3. ASSIGNMENT

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

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

ARTICLE 4. SUBCONTRACTING

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

OBLIGATIONS OF THE CONTRACTING AUTHORITY

ARTICLE 5. SUPPLY OF INFORMATION

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

ARTICLE 6. ASSISTANCE WITH LOCAL REGULATIONS

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

OBLIGATIONS OF THE CONTRACTOR

ARTICLE 7. GENERAL OBLIGATIONS

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

Contractors must ensure that there is no detection of subcontractors, natural persons, including participants to workshops and/or trainings in the lists of EU restrictive measures.

- 7.5. Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the contractor shall immediately and at its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under the contract. In such event the contractor shall give priority to solving the problem rather than determining liability.
- 7.6. Subject to Article 7.8, the contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the contracting authority. The contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its staff the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the contracting authority, except where the contracting authority declares the contract to be confidential.
- 7.7. If the contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract,

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

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

ARTICLE 8. CODE OF CONDUCT

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

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

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

13.3. Insurance – Specific issues

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

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

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

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.

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:

- (a) 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;
- (b) 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:

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

ARTICLE 20. AMENDMENT TO THE CONTRACT

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

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

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

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:
- (a) 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
 - (b) 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 be payable for the time elapses between the expiry of the payment deadline (exclusive) and the date on which the contracting authority's account is debited (inclusive).

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

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

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

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

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

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

ARTICLE 30. FINANCIAL GUARANTEE

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

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.

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ANNEX II: TERMS OF REFERENCE

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1. BACKGROUND INFORMATION

1.1. Partner country

Vietnam

1.2. Contracting authority

AICS Yangon – Italian Agency for Development Cooperation, Yangon Office

1.3. Country background

Vietnam is the country with the best economic and social index among the South-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 took over activities carried out by the former AICS Hanoi Office.

1.4. Current situation in the sector

With Decree (*Delibera*) n. 5 of 4/03/2021 AICS Director approved the refinancing of AID 11121 “Coordination and Projects Implementation Fund”, based on PDF (*Proposta di finanziamento*) submitted by AICS Yangon with MSG n. (U).0003160.08-02-2021. In line with such approved financing proposal, the following local staff shall be outsourced for 12 months in order to support AICS HANOI Office activities: 2 liaison officers (executive staff), 1 translator/administrator (administrative staff), 1 driver/logistician (auxiliary staff).

Therefore, AICS Yangon Head of Office, with Decree n. 45/2021 (*Determina a contrarre*) foresaw the need of acquiring, from an external service provider qualified as outsourcing company, the service of recruitment and outsourcing of (2) two executive, (1) one administrative and (1) 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 11121: “Coordination and Projects Implementation Fund - VIETNAM”

2.2. Purpose

The purpose of this contract is as follows:

- Enable AICS Hanoi Office 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

- Skilled staff is outsourced *in loco* (Vietnam) and it contributes to ensure the correct management of AICS HANOI Office activities, as per applicable laws and regulations, in order to assure the efficient, effective and transparent management of development cooperation initiatives financed by the Italian Government in Vietnam.

3. ASSUMPTIONS & RISKS

3.1. Assumptions underlying the project

- 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.
- AICS Yangon project and office activities (Yangon and Hanoi Offices) are performed mainly in Myanmar and Vietnam.
- AICS Yangon will promptly inform the Service provider about any change of internal and external conditions that may affect the execution of the present contract.

- Outsourcing staff is directly employed by the selected outsourcing company, as per applicable Vietnam relevant legislation. The 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.
- Outsourcing staff performs its duties at AICS Hanoi Office premises.

3.2. Risks

- Escalation of the political crisis of Myanmar after the events of February 1st, 2021 and related security measures that shall be put in place, that shall delay some of AICS Yangon administrative processes.

4. SCOPE OF THE WORK

4.1. General

4.1.1. Description of the assignment

The contractor shall recruit and ensure the correct contract management of outsourced staff hired *in loco*, that will contribute to ensure the correct management of AICS HANOI Office activities, in order to assure the efficient, effective and transparent management of development cooperation initiatives financed by the Italian Government in Vietnam.

4.1.2. Geographical area to be covered

AICS Hanoi Project Office.

4.1.3. Target groups

AICS – Agenzia Italiana per la Cooperazione allo Sviluppo

AICS Yangon (Hanoi Office)

4.2. Specific work

In the framework of the present contract, the Service provider shall outsource, for 12 months, the following staff, as per Vietnamese applicable legislation:

- N. 2 Liaison Officers: 1 pre-selected by AICSY, 1 to be recruited.
- N 1 translator/administrative assistant: to be recruited.



- N.1 driver/logistician: pre-selected by AICSY.

Outsourcing staff Terms of Reference are detailed at point 4.2.2.

Specific services to be performed by the service provider are described below.

4.2.1 Service of selection and recruitment of staff, to be outsourced as per applicable relevant laws and regulations.

The Service provider shall select and recruit the following staff:

- o **N. 1 Liaison Officer – DEPT SWAP**
 - Education: University Degree
 - General professional experience:
 - At least 2 years of experience in liaison between government counterparts and international donors or international NGO or International Organizations.
 - Previous experience in public disbursement procedures.
 - Previous experience with international donors, international NGO and International Organizations.
 - Preferred sectors: dept swap, public finance and accounting
 - Language: good command of English and Vietnamese
 - IT competences: good knowledge of Microsoft office (Outlook, Word, Excel).
- o **N. 1 Translator/Administrative Assistant**
 - Education: University Degree
 - Desired experience:
 - At least 3 years of experience in administration/accountancy, preferably in cooperation and development projects.
 - Previous experience with international donors, international NGO, International Organizations, Embassies.
 - Proofed track record of integrity and possible membership of local accountant association.
 - Language: good command of English and Vietnamese.
 - IT competences: good knowledge of Microsoft office (Outlook, Word, Excel).

Selection shall be done considering Terms of Reference detailed at point 4.2.2



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

The outsourcing company shall perform the selection and recruitment process autonomously, as per its internal procedures, in compliance with the applicable Vietnamese legislation.

AICSY shall be provided with a shortlist of 3 candidates for each professional profile and related CV. AICSY is entitled to do an interview/practical test to the shortlisted candidates, if considered necessary.

AICSY shall indicate to the outsourcing company the preferred candidate, to be outsourced, among those shortlisted.

AICSY encourages achieving gender balance among its workforces.

Deadline for submission of candidates' shortlists: as soon as possible, no later than 20 days from starting date of the contract.

Deadline for AICSY selection of candidates shortlisted: 10 days, counting from the submission of the candidates' shortlists from the service provider.

4.2.2 Service of hiring/employment of the recruited staff and the AICSY pre-selected staff to be outsourced as per applicable relevant laws and regulations.

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

○ **N. 1 Liaison Officer – WASH**

- Pre-selected: 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.
- Nationality: Vietnamese.
- Workplace: AICS Hanoi Office – Casa Italia, 18 Le Phung Hieu, Hanoi, Vietnam.
- Applicable Law: Vietnam.
- Working hours: from [8:00/9:00] AM to [5:00/6:00] PM, from Monday to Friday (1-hour lunch break)., 40 hours/week.
- Insurance to be provided: Health insurance + Accidents at work
- Net salary: 1.900 Euro/month.



- Length of contract: 12 months, possibly starting from 1st July 2021.
- *Terms of reference:* The Liaison Officer – WASH 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 in wash and urban rehabilitation. 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;
 - 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 - WASH, 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;
 - 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.
- **N. 1 Liaison Officer –DEBT SWAP**
- To be recruited by the outsourcing company.
 - Nationality: Vietnamese.
 - Workplace: AICS Hanoi Office – Casa Italia, 18 Le Phung Hieu, Hanoi, Vietnam.
 - Applicable Law: Vietnam.
 - Working hours: from [8:00/9:00] AM to [5:00/6:00] PM, from Monday to Friday (1-hour lunch break), 40 hours/week.
 - Insurance to be provided: Health insurance + Accidents at work
 - Net salary: 1.200 Euro/month.
 - Length of contract: 12 months, possibly starting immediately after selection (tentatively 1st August 2021)
 - *Terms of reference:* The Liaison Officer – DEBT SWAP 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 under the DEBT SWAP initiative. 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;
 - Ministry of Natural Resources and Environment, and Hanoi Hydro Meteorological Service;
 - Ministry of Agriculture and Rural development;
 - 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 – DEBT SWAP, 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 under the Debt Swap initiative;
- 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;
- Support the Debt Swap Management Committee and contribute:
 - to monitor the implementation of the Debt Swap Agreement; to select projects to be financed in accordance with the Agreement and with agreed criteria for projects' selection;
 - to verify the situation of the Counterpart Fund (CPF), the amounts of funds to be transferred from the CPF to the Project Accounts;
 - to assist the monitoring the projects' implementation through field visit and evaluation of the following documents: Six-monthly Project Progress Report (technical and financial); Final Report (upon conclusion of the project); Annual Financial Auditing Report on each project, prepared by an external auditor;
 - to inform the Parties on the selected projects and on technical/financial progress of projects;
 - to assist in verifying projects achievements.
- Facilitating the articulation and the mainstreaming of AICS procedures and strategy towards and across national and sub-national partners; Mapping Governmental National and Sub-national stakeholders and providing timely updates to AICS regarding any change in Governmental structure;
- Participating in meetings between AICS and Counterparties' Representatives/Staff;
- Ensuring smooth communication between AICS and Counterparties' Representatives/Staff;
- Translation of technical and administrative documents from Vietnamese to English, and vice versa;



- 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.
- **N. 1 Translator/Administrative Assistant:**
- To be recruited by the outsourcing company.
 - Nationality: Vietnamese or Foreigner (AICS shall support for VISA).
 - Workplace: AICS Hanoi Office – Casa Italia, 18 Le Phung Hieu, Hanoi, Vietnam.
 - Working hours: from [8:00/9:00] AM to [5:00/6:00] PM, from Monday to Friday (1-hour lunch break), 40 hours/week.
 - Applicable Law: Vietnam.
 - Insurance to be provided: Health insurance + Accidents at work
 - Net salary: 1.500 Euro/month.
 - Length of contract: 12 months, possibly starting from possibly starting immediately after selection (tentatively 1st August 2021)
 - *Terms of reference:* Under the general supervision of the Head of Administration and direct supervision of AICS Hanoi Administrative-accounting Assistant and in cooperation with the Vietnam Head of Programs:
 - Translate office documents from Vietnamese to English and from English to Vietnamese.
 - Prepare, collect and manage documents related to payments procedures and procurements (requests for quotations, invoices etc);
 - Support the punctual payment of office utilities (e.g. electricity bills, phone bills, internet bill etc);
 - Support the processing of 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;
 - 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;
 - Scan, digitalize and archive AICS Hanoi Office documents;
 - Assist the office with travel duty logistics (VISA, tickets, reservations etc.);
 - Provide other administrative support and carry out general office management duties if required.
- **N. 1 Driver/Logistician:**
- Pre-selected: 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.
 - Nationality: Vietnamese.
 - Workplace: AICS Hanoi Office – Casa Italia, 18 Le Phung Hieu, Hanoi, Vietnam.
 - Working hours: from [8:00/9:00] AM to [5:00/6:00] PM, from Monday to Friday (1-hour lunch break), 40 hours/week.
 - Applicable Law: Vietnam.
 - Insurance to be provided: Health insurance + Accidents at work
 - Net salary: 1.000 Euro/month.
 - Length of contract: 12 months, possibly starting from 4/07/2021.
 - *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 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.

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

A confidentiality clause shall be included in outsourcing staff employment contracts.

The Service Provider shall provide the following services:

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

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.

4.2.3 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 general management of outsourced staff contracts in compliance with relevant applicable laws and regulations.
- b) Provide Payroll service for outsourced staff.
- c) 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.
- d) Manage and supervise outsourced staff' working hours, weekly rests, holidays, paid and unpaid leaves, sick leaves, in compliance with relevant labour laws and regulations.
- e) Supervise outsourced staff Office attendance and provide temporary staff 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.



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 Vietnam relevant laws) in case of injury or death of such personnel.

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);
- 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/staff replacement 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 bases for the project are:

- a) Italian Agency for Development Cooperation (AICS) – Hanoi Project Office, 18 Le Phung Hieu, Hanoi, Vietnam.
- b) Contractor's premises.

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

The outsourced staff shall perform its duty at: Italian Agency for Development Cooperation (AICS) – Hanoi Project Office, 18 Le Phung Hieu, Hanoi, Vietnam.

5.2. Start date & period of implementation of tasks

The intended start date is the date of signature of the contract by both parties and the period of implementation of the contract will be 14 months from the starting 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 b) change of AICS Office structure, c) unforeseen needs, 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 165.000,00 EUR (VAT excluded).

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.

The outsourced staff shall perform its duty at: Italian Agency for Development Cooperation (AICS) – Hanoi Project Office, 18 Le Phung Hieu, Hanoi, Vietnam. The Office accommodation will be provided by AICS.

6.3. Facilities to be provided by the contractor

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.

The outsourced staff on duty at: Italian Agency for Development Cooperation (AICS) – Hanoi Project Office, 18 Le Phung Hieu, Hanoi, Vietnam will be equipped with laptop and other working materials by AICSY.

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.

7. REPORTS

7.1. Reporting requirements

Not applicable.

7.2. Submission and approval of reports

Not applicable.

8. MONITORING AND EVALUATION

8.1. Definition of indicators

Not applicable

ANNEX III: ORGANISATION & METHODOLOGY

To be completed by the tenderer

Please provide the following information:

1. RATIONALE

- Description methodology proposed by the service provider for delivering the outsourcing service.

PERSOLKELLY'S SCOPE OF OUTSOURCING SERVICE

a. Recruitment Process

- Appoint a recruitment consultant (the "Consultant") to work with Client to fulfil requirements.
- Use sources such as PSK's database, contact network, web advertising etc. to identify a large pool of potential candidates;
- Pre-screen and invite selected candidates for initial interviews;
- Submit candidate profiles in a standard format for each of the short-listed candidates. PSK has to ensure to get the consent of any candidate before providing his/her Personal Information to Client.
- "Personal Information" is information contributing to identifying a particular individual including his/her name, age, ID no., home address, phone number, medical information, account number, information on personal payment and other information that the individual wishes to keep confidential.
- Arrange for interviews with candidates at Client's company at an appropriate date and time and assist Client in the selection of the final candidate. PSK' office facilities will be at Client's disposal should Client require confidential interviews outside Client's premises, or wish to have a member of PSK available to attend the interviews with Client;
- Following Client's interviews, PSK will have discussions with the candidate and Client to assess the interest level in a subsequent meeting or a proposed offer of employment. PSK' service extends to assisting Client in the presentation and negotiation of an offer of employment to satisfied candidate (the "Successful Candidate"); and



- Upon Client indicating to PSK that they are interested in securing the services of the Successful Candidate, and upon Client's request, PSK will undertake to supply references on the Successful Candidate. In view of the confidential nature of the application no references shall be supplied at first interview stage.

b. Initial Setup

- Prepare documents and flow charts to make two parties' agreement on procedures/ scope of services
- Study Client's policy for salary calculation or other policies related to two parties' scope of services
- Record employees' personal information/ income package, Client's related policies into PSK's payroll system
- Create accounts for all employees on MOS.

c. On-boarding Process (New Employee)

- Prepare employees' job offers and labor contracts
- Remind Client in terms of expiry of employees' probation, labour contract
- Store employees' personal and labour documents
- Register Personal Income Tax code for employees and for employees' dependents

d. Monthly Process

- Calculate income payable to employees upon approval by Client
- Provide online access for E- payslip and leave booking on MOS to employees
- Settle the bank transfer for salary payment
- Submit reports of salary/ titles adjustment, claiming reports of sickness, maternity, etc. to Social Insurance Department
- Include employees in PSK's periodical regulated reports (Labour reports, Personal Income Tax report, etc.)
- Settle the bank transfer for compulsory contributions to Authorities (Personal Income Tax, Social Insurance – Health Insurance – Unemployment Insurance, Trade Union, etc.)



- Advise Client and employees' inquiries on payroll and update changes in labor regulations

e. Off-boarding Process (Terminated Employee)



- Calculate income payable to terminated employees upon approval by Client
 - Prepare termination decision
 - De-register Social Insurance – Health Insurance – Unemployment Insurance to Social Insurance Department
 - De-register Voluntary Health/ Accident Insurance to service provider(s)
 - Close employees' Social Insurance book
 - Submit the report to cancel expatriate employees' work permit
- **Optional: Any comments you have on the terms of reference for the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the contract. Your opinion on the key issues related to the achievement of the contract objectives and expected results.**
 - With the increase in volume for the past few years in business and operation, PERSOLKELLY has invested in a **mid-office system (MOS)** to deliver **Payroll Outsourcing and Outsourcing Service** to our clients in Vietnam and proceed payroll management in the system will **ensure (1) Accuracy; (2) Consistency and (3) Compliance**
 - In our MOS, the end users would be **PERSOLKELLY, Contractor, and Client** to use **Payroll management, E-payslip, and Leave Booking modules.**
 - PERSOLKELLY possess a **strong Standard Operating Procedures (SOPs)** to ensure **(1) lawful, (2) stable and (3) continuous service** provision to Client
 - PERSOLKELLY is a **financial strong HR service provider** in Vietnam to **support and ensure stable and continuous provision of payroll payment** process to Client
 - **Optional: An explanation of the risks and assumptions affecting the execution of the contract.**
 - In case the Client unilaterally terminates the contract, PERSOLKELLY shall pay job-loss allowances and/or other termination payment amounts to the Contractor who is terminated the labor contract due to the early termination of the contract or the case where the Client unilaterally makes an early termination of the labor contract for any reasons other than (i) the Contractor fails to satisfy the agree requirements provided in the Service Order and (ii) the Contractor is in breach of labor discipline and the Client shall reimburse to PERSOLKELLY

all amounts paid by PERSOLKELLY to such Client from the date of receiving relevant payment evidence.

2. STRATEGY

- **Description of the full coverage insurance premium proposed, specifically including at least:**
 - a. Medical insurance;
 - b. Insurance against accidents at work;
 - c. Compensations in case of injury or death.

Attaching a copy of the insurance policy proposed as below table:

Description	<u>Attached file</u>
Medical insurance	 First Alliances - HANDBOOK 2021 - G
Insurance against accidents at work	 First Alliances - LEAFLET 2021 - GROU
Compensations in case of injury or death	<u>To be compliance with Social Insurance, Health Insurance, Trade Union , Accident Insurance, and Medical Insurance.</u>

- **Description of the Medical check-up proposed and details of the Clinic/Hospital where the Medical check-up will be carried on.**

The information of Hospital where Medical Check-up will be carried on :

- **Name:** MEDLATEC Hospital
- **Address:** 42 Nghia Dung, Ba Dinh District, Hanoi
- **Hotline:** 1900 56 56 56

- **Optional: Description of additional benefit proposed**

Not Applicable

- **A Copy of the employment contract proposed for the local staff to be outsourced MUST be attached.** Not attaching a copy of employment contract shall be identified as a cause of exclusion from the tender procedure. If possible, please attach also a translation in English.

- A **bilingual copy of the employment contract** (labor contract) for the local staff to be outsourced (Contractor) is attached below:



Labor Contract -
31.3.2020.doc

3. TIMETABLE OF WORK

- The timing, sequence and duration of the proposed tasks (e.g. date of payment of net salaries of the outsourced personnel, date of payment of related taxes and contributions, settlement of insurance policy, arrangement of medical check-up etc.)

Monthly procedures of service execution and service fee payment are as follows:

Step	Responsibility	Assignment	Leadtime (Working days)
1	Client	Verify and confirm timesheet and changed info to PERSOLKELLY	22 nd of month
2	PERSOLKELLY	Input actual info into system, calculate salary and send Payroll report together with Draft invoice to Client	25 th of month
3	Client	Review and confirm the Payroll report, Draft Invoice	26 th of month
4	PERSOLKELLY	Issue invoice to Client	27 th of month
5	Client	Make payment for service fee to PERSOLKELLY	29 th of month
6	PERSOLKELLY	Make payment for salary to employees (on pay-day)	Month end
7	PERSOLKELLY	Submit reports of salary/ titles adjustment, claiming reports of sickness, maternity, etc. to Social Insurance Department	Follow Labor Law Report Timeline



8	PERSOLKELLY	Include employees in PSK's periodical regulated reports (Labour reports, Personal Income Tax report, etc.)	Follow Labor Law Report Timeline
9	PERSOLKELLY	Settle the bank transfer for compulsory contributions to Authorities (Personal Income Tax, Social Insurance – Health Insurance – Unemployment Insurance, Trade Union, etc.)	Follow Labor Law Report Timeline

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

- If a tender is submitted by a consortium, a description of the input from each member of the consortium and the distribution and interaction of tasks and responsibilities between them. Furthermore, the involvement of all members of the consortium will be considered added value in the tender evaluation. If the tender is submitted by a single company, the total of available points for this part in the evaluation grid will be allocated.

Brief about PERSOLKELLY

- PERSOLKELLY is a joint venture established in 2016 between PERSOL HOLDINGS (previously Temp Holdings) and Kelly Services to cater to the rising workforce employment needs of the emerging Asia Pacific market. We are one of the largest workforce solutions providers in the region, spanning over 45 offices across 13 markets including Australia, China, Hong Kong, India, Indonesia, Malaysia, New Zealand, Philippines, Singapore, South Korea, Taiwan, Thailand and Vietnam.
 - Our reach, scope, and scale of operations have set the industry standard for cross-border recruitment and holistic workforce solutions. Since inception, PERSOLKELLY has placed over 59,000 positions across the region and works together with 98% of Fortune 100™ companies for their workforce solution needs.
 - In Australia and New Zealand, the PERSOLKELLY brand is owned and operated by Programmed after they acquired Kelly Services in April 2020.
 - For more on PERSOLKELLY Vietnam (formerly known as First Alliances), please visit www.persolkelly.com.vn
- If the tenderer relied on the capacity of other entities to fulfil the technical and professional criteria, evidence of the written commitment provided by those entities for performing the services for which their technical and professional capacities are required must be provided.
 - Not Applicable



- If the tenderer relied on the capacity of other entities to fulfil the economic and financial criteria, evidence of the written commitment provided by those entities establishing their joint liability for the performance of the contract must be provided.
 - Not Applicable

HANDBOOK

GROUP EMPLOYEES BENEFITS INSURANCE

FirstAlliances
vietnam's leading HR specialist

FOR EMPLOYEE GROUP 1

Period: 01/15/2021 - 01/14/2022
(both dates inclusive)

Willis Towers Watson



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GENERAL INFORMATION

1. Scope of cover:

This Policy covers death/permanent disablement and consequence within 104 weeks since date of accident. Compensates for loss of income during actual off-work period due to injury treatment and medical expenses due to accident. Covers death/permanent disablement and medical expenses due to illness/disease, maternity and dental treatment occurred during period of insurance.

2. Eligibility

Employees: from full 18 years to 65 years old (up to 70 years old for renewal insured person)

+ Not suffer from mental illness

+ Not suffer permanent disabilities from 80% and above

+ Cancer (For new joining insured persons who suffer cancer prior to joining into this policy is still eligible to be covered for all benefits under this policy, excluding medical expenses and death/permanent disability due to cancer and related complications)

Employee: is member of an enterprise, organization and has labor contract, probational labor contract or other labor agreement and minimum 02 months period with such enterprise, organization that legally recognized.

3. Waiting Period:

Waiver of all waiting periods

4. Medical facilities

Being a legal medical examination and treatment facility and issuing VAT invoices, including:

- Hospital
- General clinics; Specialized clinics, private doctors' offices have valid VAT invoices

(*) PTI does not reimburse for claims occurred:

- 1 Happy Dental Clinic / Dr. Vu Duy Hung Dental Clinic (26 Ham Nghi Street, Ward Thanh Khe, Da Nang City)
- 2 Nam Sai Gon Dental Clinic (141/7 Pham Van Thuan Street, Bien Hoa, Dong Nai City)
- 3 Shinbi/ Hoa An Dental Clinic (06 Pham Ngoc Thach, Dong Da, Ha Noi)
- 4 Medita Clinic (Xa Dan, Ha Noi)
- 5 Thien Tam General Clinic (212 Nguyen Luong Bang Street, Dong Da District, Hanoi)
- 6 Shinbi Dental Clinic (33 Tran Quoc Toan, Tran Hung Dao, Hoan Kiem, Ha Noi)
- 7 Cali Dental Clinic (303 Cach Mang Thang 8 Street, Ward 12, District 10, HCMC)
- 8 Nhat My 2 Dental Clinic (09 Vinh Hoi Street, Ward 04, District 4, HCMC)

- 9 Dakao Dental Clinic (Quach Thi Bich Tram) (123B No Trang Long, Ward 11, Binh Thanh District, HCMC)
- 10 Viet Hung Dental Clinic (17 Le Van Viet Street, Hiệp Phú Ward, District 9, HCMC)
- 11 Lam Anh Sai Gon Dental Clinic (329 Cach Mang Thang Tam, Ward 12, District 10, HCMC)
- 12 Elizabet/ Khang Thai General Clinics (89 Thanh Thai Street, Ward 12, District 10, HCMC)
- 13 MaYO General Clinics (35B-35C Ba Thang Hai St., Ward 11, District 10, HCMC)
- 14 Hoan Cau General Clinics (80-82 Chau Van Liem Street, Ward 11, District 5, HCMC)
- 15 Lien Tam General Clinics (67, Lien Tinh 5 Street, ward 5, District 8, HCMC)
- 16 Nguyen Trai General Clinics (277, Nguyen Trai Street, Nguyen Cu Trinh Ward, District 1, HCMC)
- 17 Apollo General Clinic (Apollo Medical Ltd.,Co) (228 – 228A, Tran Hung Dao St., Nguyen Cu Trinh, District 1, HCMC)
- 18 Thai Binh Duong General Clinics (34-36, Dinh Tien Hoang Street, DaKao Ward, District 1, HCMC)
- 19 The Gioi General Clinics (648, Vo Van Kiet Street, Ward 1, District 5, HCMC)
- 20 Thang Long General Clinic (575, Su Van Hanh Street, ward 13, District 10, HCMC)
- 21 Kieu Tien General Clinic (323-325, Le Quang Dinh, Ward 5, Binh Thanh District, HCMC)
- 22 Dai Dong General Clinic (461 Cong Hoa St., Ward 15, Tan Binh Dist, HCMC)
- 23 Tam Duc Traditional Medicine Clinic
 - Branch 1: 277/40 Truong Chinh St., Ward 14, Tan Binh Dist. HCMC
 - Branch 2: Sky Center Building No. 10, Pho Quang Street, Ward 2, Tan Binh District, HCMC
- 24 Hong Bang General Clinic (877-879 Hong Bang St., Dist 6, HCMC)
- 25 Baylor General Clinic (202 To Hien Thanh, Ward 15, Dist 10, HCMC)
- 26 Tam Duc Dental Clinic
 - Branch 1: 125/2 Nguyen Anh Thu, Trung Chanh Commune, Hoc Mon District, HCMC
 - Branch 2: 363A-364A Nguyen Anh Thu, Trung My Tay Ward, District 12, HCMC
- 27 Bac Ai Dental Clinic (No 601B, CMT8 St., Ward 15, District 10, HCMC)
- 28 Hong Phuc Dental Clinic (246, 30/4 Street, Rach Dua Ward, Vung Tau City)
- 29 The Ky Moi General Clinic (133A Tran Hung Dao, Ninh Kieu, Can Tho)
- 30 Hong Phong General Clinic (160-162 Le Hong Phong, Ward 3, District 5, HCMC)
- 31 Au A General Clinic (425 Nguyen Van Luong, Ward 12, District 6, HCMC)
- 32 Au My Viet Clinic (Pham Van Thuan, Tan Tien Ward, Bien Hoa City, Dong Nai)

33 Dai Viet/ Ba Thang Hai General Clinic (1503-1505-1507-1509, 3/2 Street, Ward 6, District 11, HCMC)

34 Nguyen Trai - Thu Dau Mot General Clinic (303 Binh Duong Boulevard, Chanh Nghia Ward, Thu Dau Mot City)

INSURANCE BENEFITS

Currency: VND

I – PERSONAL ACCIDENT BENEFITS

BENEFITS	GROUP 1
<i>Territorial Limit</i>	Worldwide
A. Death/Disablement due to accident	30 months of salary
- Partial Permanent Disablement	A percentage of Sum Insured as per Permanent Disablement Payment Scale Table
B. Medical Expense during medical treatment following accident, including emergency local transportation (excluding air transportation and SOS/IPA)	105,000,000/ year
C. Temporary Disablement: Daily allowance shall be paid for the time off work during treatment period of an injury (In-patient and/or Out-patient Treatment, days of rest as per Physician's instruction)	Up to 03 months of salary (90 days) Daily basis = monthly salary/30

II – TERM LIFE

BENEFITS	GROUP 1
<i>Territorial Limit</i>	Vietnam
D. Death/Disablement following illness, disease & maternity	105,000,000
Partial Permanent Disablement	A percentage of Sum Insured as per Permanent Disablement Payment Scale Table

III – HEALTH CARE BENEFITS

III.1 – HOSPITALIZATION & SURGICAL DUE TO ILLNESS/MATERNITY BENEFITS

BENEFITS	ALL GROUPS
<i>Territorial Limit</i>	Vietnam
E. Hospitalization & surgical due to illness/ maternity benefits Sum insured/person/year	210,000,000
Deductible	Not Applicable

<p>1. Daily hospital charges (max 60 days/ year), cover for necessary medical expense during in-patient treatment, including but not limited to:</p> <ul style="list-style-type: none"> - Room and board, in respect of International, private hospitals, International or volunteer, service requirement department at State Own hospital, bed charge is limited to standard single room (excluding VIP room and/or deluxe room, covered/shared room). Standard single room is 01 bed with lowest price at hospital/ treatment department/ treatment ward. - Day-patient treatment - Meals as standard hospital - Administration fee, cost of blood aid or blood plasma - X-rays diagnostic, scan, CT & MRI test indicated by attending doctor - Drugs and medicine consumed within time of hospitalization - Dressings, ordinary splints and plaster casts - Physiotherapy (if it is required by attending doctor and necessary for hospitalization) - Intravenous infusions - Normal delivery charges - Others as indicated by attending doctor ... 	<p>8,400,000/day</p>
<p>2. Medical expenses relating to an in-patient, day-patient, out-patient surgical operation, including:</p> <ul style="list-style-type: none"> - Fees for the surgery, procedure (up to sum insured). List of procedure is stipulated in Minor Operation and Surgery promulgated by Ministry of Health. - Fees for drugs, medicine using in surgery case - Essential prostheses transplanted into the body to maintain life - Necessary surgical appliances/materials - Operating theatre - Anesthetizing fees - Fees for pre-operation diagnosis - Fees for post-operation recovery - Organ transplantation (excluding the cost of organ acquisition and all costs incurred by the donor) - Redone operation 	<p>As charged, up to maximum limit</p>
<p>3. Intensive Care Unit (ICU)</p>	<p>As charged, up to maximum limit</p>
<p>4. Emergency ward treatment (including Emergency ward for in-patient, day-patient, out-patient) Emergency treatment carried out in emergency ward of hospital or clinic for serious medical conditions</p>	<p>As charged, up to maximum limit</p>

<p>5. Emergency transportation by local ambulance within Vietnam or expenses of transportation from hospital/ clinic to hospital/ clinic as indicated by doctor (excluding air transportation and SOS/IPA) Emergency transportation by taxi to local hospital(s)/clinic(s). Emergency transportation by taxi is covered up to VND 500,000/occurrence (provided that a VAT invoice is issued)</p>	As charged, up to maximum limit
<p>6. Pre-hospitalization (Within 30 days prior to hospital admission) Reimbursement for necessary expenses including but not limited to consultation fee, diagnosis, tests, related medical expense medically necessary for hospitalization and/or surgery...</p>	8,400,000/year
<p>7. Post-hospitalization (Within 30 days of discharge from hospital, no limit for the number of visits)</p>	8,400,000/year
<p>8. Home nursing (Within 30 days of discharge from hospital, as indicated by attending doctor, rendered by legally licensed nurse)</p>	8,400,000/year
<p>9. Burial Cost</p>	2,100,000
<p>10. Daily hospital cash income, up to 60 days/ year</p>	200,000/day or, 400,000/ day for treatments in Public Hospitals (excluded International Department) or, 600,000/ day for treatments in Public Hospitals and Health compulsory insurance is used)
<p>11. Maternity Care (Excluding pre-natal check-up)</p> <ul style="list-style-type: none"> • Normal delivery, Caesarean Section • Complication of Pregnancy & Childbirth 	Covered as per above sub limits from 1 to 10
<p>12. Newborn care: in-patient treatment of an acute medical condition and baby care (including check-up, vaccination, nursery care, baby sanitation, screening test...) within 7 days following birth and within the period of the mother's hospital stay</p>	2,000,000/case
<p>13. Rehabilitation</p>	10,500,000 /year
<p>14. Allowance for childbirth at Public Hospitals (not applicable for International, volunteer, service requirement department)</p>	1,000,000 /dilevery

III.2 – OUTPATIENT TREATMENT & DENTAL TREATMENT

BENEFITS	GROUP 1
Territorial Limit	Vietnam
F. Outpatient Treatment (including	12,600,000

complication of pregnancy & childbirth, Prenatal check-up and dental care) Sum insured/peron/year	
1. Consultation fee of a specialist, general practitioner 2. Laboratory tests, X-ray, ultrasound, necessary radiographic and actinotherapy indicated by Doctor that are used in the diagnosis of a covered illness/disease 3. Medication (as prescribed) 4. Traditional Chinese medicine, bonesetter, acupuncture (upon referral) 5. Physiotherapy, radiotherapy, heat therapy, phototherapy treatment prescribed by attending medical practitioner and specialist. These treatments must be performed at the hospital, clinic, max 60 days/ year PTI only cover for the first examination fee for each session of physiotherapy treatment 6. Out-patient complication of pregnancy & childbirth	Covered up to maximum limit
7. Sub-limit for Prenatal check-up, including: <ul style="list-style-type: none"> • Examination fee • Ultrasound 2D/3D/4D • Urine test • Blood count test 	2,500,000/ year
8. Basic dental care/ year. Limit is included in Outpatient benefit <ul style="list-style-type: none"> - Examination, X-ray - Tooth cleaning and polishing (max 02 times/year) - Extraction of diseased teeth and complicated wisdom teeth (including surgery) - Root canal treatment - Gingivitis, Periodontitis - Normal compound fillings (amalgam, fuji, composite or other similar materials) 	4,000,000/year

MAJOR EXCLUSIONS

1. Wilful misconduct of the Insured Person or the legal heir.
2. Grave violation of law, regulation and other rules of the local authority or other social bodies, organizations; and serious violation of traffic regulations by the 14 year-old Insured Person and over
3. The use of and under the influence of alcohol, beer (which exceeds the acceptable concentration of alcohol stipulated by the law) or other similar stimulants by the Insured Person.
4. The Insured Person's act of fighting, unless such act can be proved that it is only a defence against an attack;
5. Medical treatment or use of medicaments or medicines or drugs without applying

prescription or indication of the physician, Treatment that is not scientifically recognized or is experimental in nature, vaccination (not applied for “New-born care” benefit, the use of preventive medicines (except necessary vaccination after accident or being bitten by insect or animal), nutritional supplements;

6. Participating in air transport activities (except in the capacity of an air passenger with air ticket), military demonstration or training, fighting in armed forces.
7. Earthquake, volcanic eruption, radioactive contamination;
8. War, civil war, strike, terrorism;
9. Syphilis, gonorrhoea, tuberculosis, malaria fever, leprosy;
10. Treatment of sexually transmitted diseases, Human Immunodeficiency Virus (“HIV”) related illness including Acquired Immune Deficiency Syndrome (“AIDS”) Related Complex and/or any mutation, derivation, or variation thereof, impotence treatment or sex-transformation, any AIDS-related Complex (ARC) and any other AIDS related conditions or diseases.
11. Medical service at home (not home nursing) or treatments received in health hydros, nature cure clinics, spa, sanatorium or similar establishments
12. Mental or psychiatric treatments (accept cover for acute psychiatric disorder whose symptom shall not exist after treatment), treatment of psychological disorder, nervous breakdown, amnesia (memory depression), physical asthenic, tiredness, stress, sleep disorder, menopause and premenopause
13. Surgery indicated before the Inception date; medical expenses for treatment of the injury due to accident which happened before the Inception date (not applicable for the Policy with waiver of pre-existing condition);
14. Treatment and/or surgery related to fertility including but not limited to treatment of impotence, genital function disorder, sex changes, sterilization, contraception, assisted reproduction (i.e IVF treatment)... and any related consequences/complications.
15. Pregnancy treatment and care for the Insured by artificial insemination, vitro fertilization.
16. Routine medical check-up/ examination for employment or travel purpose, Hospitalization or consultation for the purpose of clinical test or medical expertise which in manner that has no relationship to the treatment of illness/disease or injury (including gynaecological/andrology investigations except gynaecological/ andrology investigations and tests for treatment purpose which is still covered under this policy), pre-natal check-up, normal eye tests, normal hearing tests, and any corrective surgery and treatment for non-medical/natural degenerative sight and hearing defects, eyes refraction (including myopia, presbyopia and astigmatism), asthenopia;
17. Corrective surgery for sight defects (except cataract due to the natural degradation);
18. Treatment or operation at the request of the Insured Person which is in anyway not the normal therapeutics stipulated by Ministry of Health of Vietnam;
19. Orthopaedics, functional rehabilitation not the following treatments of an illness/disease of the insured person and any related consequences/complications;
20. Cost of maintaining, repair any external and internal (organ) prostheses or appliance, hearing and/or visual aids or other equipment;

21. Dietary supplements and substances which are available naturally and that can be purchased without prescription, including but not limited to mineral and organic substances;
22. Birth control, treatment of infertility;
23. Artificial body part(s) that have not function of maintaining live of the patient such as artificial limbs, eyes or teeth (not applied for Section 2 – medical expenses following accident);
24. Treatment for Beauty purpose, cosmetic or plastic surgery and any related consequences/complications;
25. Treatment at private doctors' offices (opens after normal working hours & can not provide VAT invoice);
26. Weight control and and any related consequences/complications;
27. Treatment or surgery related to congenital diseases/ malformation, deformity due to genetic transformation;
28. Participating in training or competition of professional sport activities , Hazardous sport activities or race of any kinds;
29. Costs of providing, maintaining, fitting or repairing for optical glasses, crutches, wheelchair hearing and/or visual aids and corrective devices;
30. Cost of extraction of baby- tooth;
31. Check-up, examination and test without attending doctor's indication of treatment and prescription;

DEFINITION

1. Physician

Legally licensed medical practitioner recognized by the law of the country where treatment is provided and who, in rendering such Treatment, is practicing within the scope of his licensing and training but excluding a Physician/Surgeon who is the Insured Person himself, or the spouse or legal relative of the Insured Person. A Physician/Surgeon may be recognized as a Consultant or a Specialist.

2. Special diseases

Cancer and tumor of all types, hypertension, cardio-vascular diseases, and stomach ulcers, chronic inflame of bone joints, intestines ulcers, liver inflammation, and inflammation of inside uterus, hemorrhoids, different kinds of stone in perspiring system, cataract, diabetes, sinusitis, chronic V.A and tonsillitis, asthma, Parkinson, renal inflammation (excluding acute phase, which give rise to emergency medical treatment), diseases and symptoms relating to recreating blood system (including, but not limited to aplastic anaemia, acute leukaemia, chronic leukaemia).

3. Chronic Conditions

Sickness, illness, disease or injury which has at least one of the following characteristics:

- ✓ Is not generally deemed to respond well to treatment
- ✓ Is recurrent in nature

- ✓ Is without a known, generally recognized cure
- ✓ Leads to permanent disability
- ✓ It needs long-term monitoring, consultations, check-ups/ examinations or tests.

4. Hospital

A medical establishment which is legally recognised as hospital by the country where it is located, main functions of its are not a place for health restoration or convalescence or a special place used exclusively for old age people or for help of giving up drinking, opium smoking, using narcotic or to treat mental confusion, leprosy.

5. Complication of pregnancy

Treatment of a Medical Condition of pregnancy which arises during the antenatal stages of pregnancy or childbirth indicated by attending Physician/Surgeon.

6. Policy Set

Comprises of insurance contract between PTI and the Policy Holder, Policy Wording & Endorsement(s) (if any). All parts of the Policy must be checked simultaneously when assessing an insured event

Any special or extended terms & conditions stated in Policy Schedule & Endorsement(s) shall override the relevant sections stated in Policy Wording.

7. Prosthesis

Prosthesis: are any artificial part(s) implanted into human body to maintain/sustain life, assist to or physiologic function of human body, including but not limited to the medical equipment, instrument, alternative supplies.

8. Consuming medical supplies

It means supplies and items that will be used once or more for the purpose of increasing their ability to perform normal activities of daily living and/or supporting the treatment, consultant. It is not permanent implanted into body, except the case it could be itself destroyed inside body or may be got out of the body (without any affect to the concerned body parts) or may be not (as non-eliminated by the body).

9. Alternative supplies

Alternative supplies: are the medical supplies, materials used for replacement or assist to function of any human body parts when implanted into the human body.

10. Life sustaining

Life sustaining means sustaining of circulatory system and respiratory system.

11. Organ Transplantation

Surgical transplant of heart and lung, liver, pancreas, kidney or bone marrow to an Insured Person performed in a Hospital by a Physician/Surgeon duly qualified to perform such an operation. Expenses of purchase, delivery of transplanted organs and all arising expenses for organ volunteers are not covered under this Wording.

12. Maternity Care

Childbirth (normal delivery or cesarean), miscarriage, or abortion prescribed by Physician, or any complications of pregnancy which is medically necessary to the Insured Person.

13. Baby Care

Including expenses related to pediatric care, at hospital right after being born at the admission hospital and mother has not discharged Excluding screening cost, medication, requisites and food for baby.

14. Taxi cost for emergency case

The one-way taxi cost to transport the Insured person to the appropriate medical facility for treatment in emergency case. The cost shall be stated in the taxi receipt.

15. Hospital charges

Including room fees, cost for surgery and other charges incurred for the Treatment of a Medical Condition at hospital.

16. Room and Board

Means expenses paid by the Insured during the period of staying at hospital. This expense shall be reimbursed not exceeding limit in Policy Schedule. Total amount of claim shall not exceed sum insured stipulated in Policy Schedule.

17. Eligible Medical Expenses

Reasonable expenses incurred for medically necessary treatment provided to an Insured Person for injury, illness or accident according to the Physician's instruction.

18. Practical medical expenses

Reasonable expenses incurred for medically necessary treatment provided to an Insured Person for body injury due to accident or treatment of disease/ pregnancy under scope of cover

19. Policy Holder

The person or company/organization with which PTI has contracted this Policy.

20. The Company, The Insurer, We, Us

Means Post and Telecommunication joint stock insurance Corporation and its subsidiaries, hereafter called PTI.

21. Medical facility

Medical facility is a legally licensed medical facility in the country in which it is located and is legally entitled to providing in-patient and out-patient treatment services, is not a resort or a nursing home nor a home for the aged nor a drug or alcohol rehabilitation center.

22. Ambulance Service

Means the road ambulance transport provided by any legal Hospitals or Clinics or 115 services in the event of a Medical Emergency due to serious accident/ illness or diseases which constitute a hazard for life or health, to transport the Insured Person to the nearest available, appropriate & legal Hospital/ Clinic or from a legal Hospital/Clinic to another.

23. Congenital anomaly

Congenital abnormalcy is abnormal development with respect to form, structure or position of organ or body structure during gestation as concluded by Physician based on medical practice.

24. Out-patient treatment

An insured person who receives treatment at a legal medical facility but is not admitted to a hospital bed or In-Patient or Day-Patient

25. In-Patient treatment

Where the Insured Person has completed admission procedure and stayed at hospital bed overnight. Hospital discharge note is a necessary document to claim for this benefit.

26. Post-hospitalization Treatment

Medical Treatments received immediately discharge from Hospital for a continuous period not exceeding 45 days, such treatments being provided or ordered by a physician and resulting directly from the condition for which hospitalization was required. These include consultations, examinations and laboratory tests, ultra-sound, X-ray or MRI, CT scan and drugs. Number of the medical treatments is not limited.

27. Day-patient treatment

An Insured Person who is admitted to a Hospital bed but does not stay overnight. Hospital Discharge form or expense for the Hospital bed detailed in the invoice is required.

28. Pre-hospitalization Diagnostic Costs

Means the cost arising during 30 days before hospitalization or at the date of hospital admission for consultation, laboratory tests, ultra-sound, X-ray or MRI, CT scan ordered by a Physician and relating directly to a condition for which hospitalization is required afterward. Number of the above performance is not limited.

29. Treatment

Surgical, medical procedures undertaken by a Physician, the sole purpose of which is the cure or relief of a Medical Condition.

30. Group policy

An Insurance Policy comprising of more than ten (10) insured persons who are employed by a company, an agency, an enterprise or any similar organization which are established legally.

31. Routine Health Check-ups

Tests, ultrasound, screening undertaken without any clinical symptoms being present. Such include the laboratory tests performed, at an appropriate age interval, for the early detection of illness or disease.

32. Doctor visit in Out-patient treatment due to illness/disease

It means all expenses incurred when the insured persons- come to medical center for doctor's consultation, diagnosis, lab test, concerning to the diseases/symptoms of the Insured person, then the attending doctor will give the final diagnosis and treatment method. Immediate follow-up treatment prescribed by attending physician is considered as a new visit.

33. Direct Billing Network

Means the medical providers within Direct Billing network of PTI or Gras Savoye Willis Vietnam where the Insured Person is able to obtain treatment for valid medical conditions and where the expenses will be settled directly. The Insured Person is still responsible for any excess of limit stated in Policy Schedule and/or Certificate of Insurance or Endorsement which must be settled directly with the medical providers at the time of Treatment.

34. Disappearance

When the Insured Person has disappeared for over two consecutive years, despite every possible methods of finding according to the Civil Law, there is no information that he/she is

alive or dead. The Jury shall state that he/she disappeared. The period of two years starts from the day when received the last information of the Insured; or from the first day of the next month; or from the first day of the next year. It is agreed that if a person has disappeared due to accidental causes, PTI will assume that he/she was dead and has the responsibility to compensate as stated in the Policy Schedule. However, then if he/she is known to be alive, the beneficiary should refund to PTI.

35. Hospitalization

The In-patient treatment of an Illness/Disease or Injury over 24 hours in a Hospital including childbirth or Treatment during pregnancy. Hospital discharge note is a necessary document to claim for this benefit.

36. Commencement date

Commencement date is an Effective date of the first policy where the Policy-holder enrolls this insurance.

37. Renewal date

The Policy's Inception Date of the next insurance year.

38. Enrolment date

Enrolment date is the date, on which the Insured Person enroll to the Policy.

For policies that are not annually consecutive renewed, commencement date is an effective date of the latest policy of the new period of insurance, except otherwise specified the first day of each effective insurance.

39. The Insured Person

The Insured Person is a person accepted by PTI to be covered as specified in the List of Insured Persons, attached with Insurance Policy/ Endorsement and accepted by PTI.

40. Dependant

Spouse under 65 years of age at the 1st inception date of the policy. These people can be covered by PTI continuously until 70 years of age.

Children of the employee from 12 months to 18 years of age or 24 years old if full-time education & not yet married, at the inception date or any subsequent renewal date.

All dependants must be named as insured persons in the Policy Schedule or Endorsement.

41. Employees

Employee is member of a company, organization and has labor contract, probational labor contract or legitimate labor agreement with such company, organization.

42. Illness, Disease

Means a physical condition marked by a pathological deviation from the normal healthy State with symptoms and syndromes.

43. Territorial Scope

This Policy provides the cover for accident / illness and eligible medical expenses incurred in Vietnam unless it is stated otherwise in the Policy Schedule or Endorsement.

44. Surgery (surgical procedures)

A scientifically method to treat an injury or disease which is undertaken by a certified surgeon through by manual with medical instruments or by medical equipment in the hospital including but not limit to laparoscopic and laser surgery.

45. Day-patient Surgery

Means when the Insured Person has to admit to hospital, has surgery and stay at hospital bed but does not stay overnight for further medical treatment.

46. Intensive Care Unit

Means: ICU (Intensive Care Unit), HDU (High Dependency Unit), HDU (High Dependency Unit), CCU (Coronary Care Unit). the kind of care unit specialized for control of basic functions of patient in critical, life-threatening conditions, requiring high intensive care of nurses and efficient equipment to make the patient awake.

47. Benefits

The insurance coverage provided by this Policy and any extensions or restrictions shown in the Policy Schedule or in any endorsements (if applicable).

48. Accident

Any sudden and unforeseen events, caused by an external, violent and visible means during the Policy Period, and a direct cause resulting in Bodily Injury to the Insured Person and occurs beyond the Insured Person's control.

49. Permanent total disablement due to illness, disease and pregnancy

Permanent total disablement due to illness, disease and pregnancy means disablement listed in Table of compensation scale, attached with Schedule of Policy or complete transformation of physical and mental factors due to illness, disease or pregnancy that make the Insured not meet private demand, society, work or law within 52 consecutive weeks and at expiry of that period is beyond expectation of improvement.

50. The waiting period

The waiting period means period from the first day of insurance period in which insurance benefits shall not be reimbursed. The waiting period shall be stated in Summary of benefit insurance scale and can apply to extensional benefits.

51. Period of cover

The period of cover set out the Policy Schedule/ certificate of insurance or Endorsement. This will be a 12 –month- period starting from the Inception Date or any subsequent Renewal Date.

52. Prescribed Drugs and/or Medication

Means medicines indicated by attending doctor according to stipulation of law.

Vitamin and sustenance shall be reimbursed for the only purpose of support disease/ injury but not exceeding main medicine expenses, maximum VND 500.000/ bills

53. Permanent Partial Disablement:

means disablement of one or more body parts resulting to loss of the body part(s) or completely disable its function and this disablement is beyond expectation of any improvement.

54. Temporary Disablement

Means an accidental bodily injury which temporarily prevents the Insured person to perform his or her occupational duties during medical treatment period.

55. Injury

Bodily Injury shall mean a physical damage arising wholly and exclusively from an Accident. An injury is a Bodily Injury only if it is the first consequence of an Accident and is not the accumulation of a series of accidents or traumas and if it is not directly or indirectly caused by, contributed to by and/or aggravated by any physical impairment, defect, degenerative process or infirmity existing prior to the inception of this Policy. A physical impairment, defect, degenerative process or infirmity exists prior to the inception of this Policy if it has been diagnosed by a health care practitioner prior to the date of inception of this Policy or in the event that it has not been so diagnosed then, in the opinion of a health care practitioner the Insured Person could reasonably have been expected to be aware of its existence on the date of inception of this Policy

56. Permanent Total Disablement:

Means disablement which entirely prevents an Insured Person from attending to his daily occupation or employment of any and every kind and which disablement lasts 52 consecutive weeks and at expiry of that period is beyond expectation of improvement.

57. Bodily Damages

Means the damages and injuries, which are exclusive from accidental reasons, occur within the Policy Period and it is not a result from illness, diseases, physical or mental impairment, time and age.

58. Pre-existing conditions

Illness or Injury which exists before the join date stated in the Policy Schedule or Endorsement(s) and due to this condition, the Insured Person

- a) has been under treatment within 3 previous years
- b) Recognized the symptoms of this Illness/ Injury or recognizes that Illness/ Injury has existed disregard this Illness/ Injury has been consulted or treated or not.

59. Serious medical condition

Mean a condition, which in the opinion of doctor is a serious medical condition requiring emergency medical treatment to avoid death

60. Sub limit:

The maximum benefits under the Policy per each Insured event are listed in the Benefit Schedule.

61. Professional sport activities

Professional sport activities are any sport activities, which brings main and regular earning to the Insured Person.

62. Hazardous sport activities

Hazardous sport activities are activities on air (except for traveling by air), winter sport, hang gliding, hunting, ice hockey, parachute jump, wrestling, polo, water-skiing, yachting beyond 5 km of a coastline, racing (except for charitable racing, internal race hosted by an organization).

63. Daily Allowance (in Optional cover – Section 5)

Is an allowance (out of the medical expenses stated in the invoice) calculated per day & paid to the Insured Person for the hospitalisation due to illness or the treatment period following an accident according to the doctor instruction & confirmation of Policy Holder's Human Resource department.

64. Daily Allowance (in Basic cover – Section 4)

Is an allowance (out of the medical expenses stated in the invoice) calculated per day paid to the Insured Person for the hospitalisation period due to illness.

65. Burial allowance

Burial allowance in case of death of the Insured Person at the hospital due to the risks covered under the Policy, PTI shall pay burial allowance as specified in the Benefit Schedule.

66. Emergency

A sudden, serious, unexpected and unforeseen injury or illness which causes severe symptoms requiring immediate medical care, and constituting a hazard for life, health or physical well-being.

67. Evacuation

Means surgery and/or treatment indicated by doctor for the unique purpose of cure or relieve a disease, illness/ injury.

68. Physiotherapy

Physiotherapy is the therapy which is involved using physics therapy to reduce pain, recover muscle function or daily normal activities of the patient as indicated by attending Physiotherapist and this treatment has to be treated at hospital.

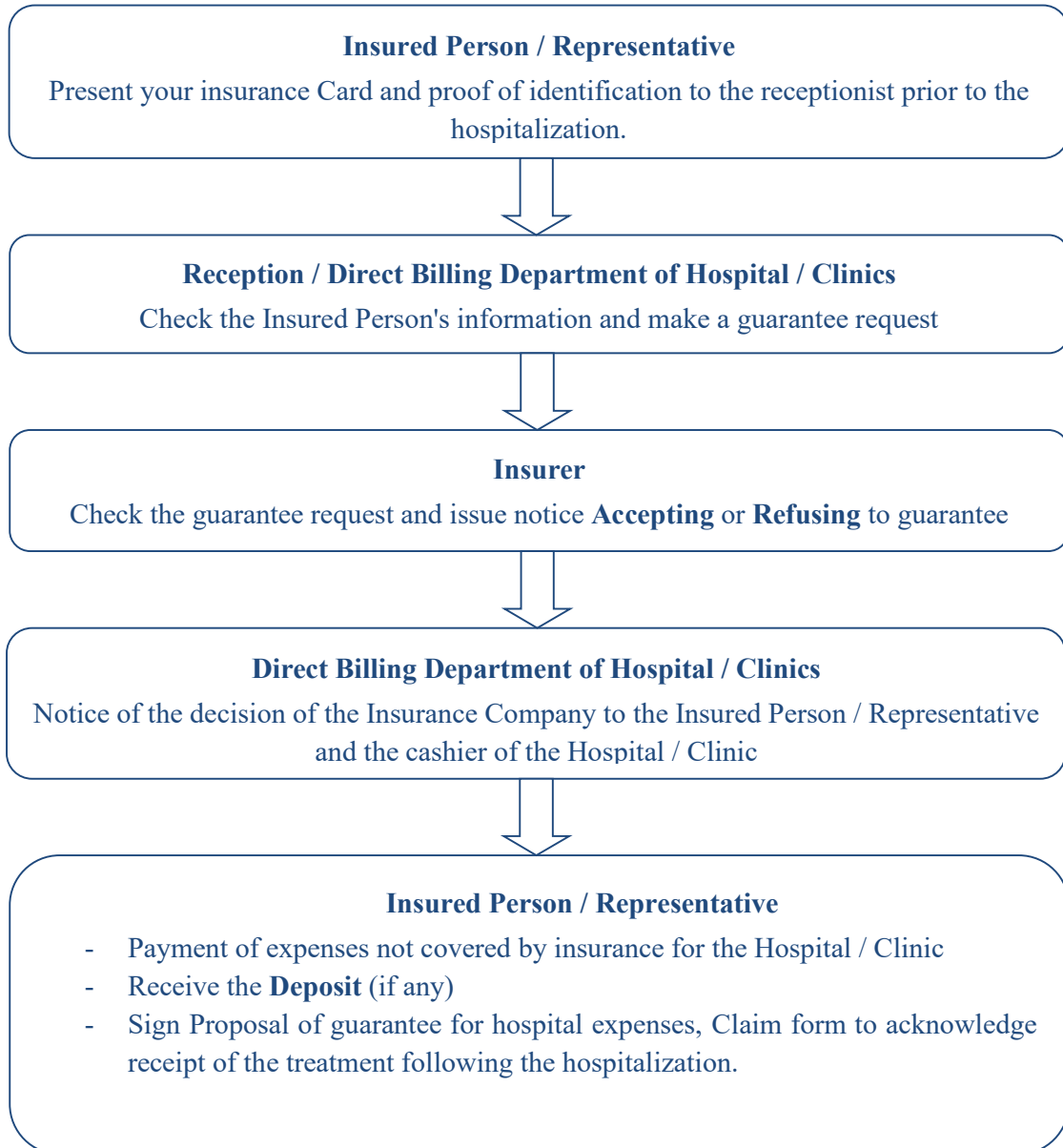
69. Home Nursing

Medical care service of nurse rendered by a legally licensed nurse follow-up the date of hospital discharge at the Insured's resident indicated by attending doctor. Limit 15 days/year in the condition of the Insured stayed 07 consecutive days at least.

This benefit is not applicable in discharging after childbirth.

COMPENSATION PROCESS

I. DIRECT BILLING



Note:

Direct billing service is only available during working hours

Not applicable for Accident, Maternity package, Pre & post hospitalization fee

Cases of Direct billing is not accept because of lack of information

DIRECT BILLING NETWORK

NO	LOCATION	HEALTH FACILITIES	ADDRESS	IN-PATIENT	OUT-PATIENT	DENTAL
1	Ha Noi	L'Hôpital Francais De Hanoi	01 Phuong Mai, Dong Da District, Ha Noi City	x		
2	Ha Noi	Hong Phat (Tri Duc) Private General Hospital	219 Le Duan, Hai Ba Trung Dist.	x	x	x
3	Ha Noi	Vinmec International Hospital (Time City)	458 Minh Khai Str., Hai Ba Trung Dist.	x	x	x
4	Ha Noi	Vinmec Royal City International Clinic	1st Floor, R2B Building, Royal City, 72A Nguyen Trai, Thanh Xuan District, Hanoi		x	
5	Ha Noi	Hong Ngoc Hospital	55 Yen Ninh, Ba Dinh Dist., HN	x	x	x
6	Ha Noi	Hong Ngoc Clinic - Keangnam	B1 Area, 10 Fl. Keangnam, Landmark 72, Dist. My Dinh		x	x
7	Ha Noi	Savico Clinic (Hong Ngoc Hospital)	3 Fl, Building B, Savico Megamall, 07- 09 Nguyen Van Linh, Dist. Long Bien		x	x
8	Ha Noi	Hong Ngoc Clinic - Nguyen Tuan	1 Floor, NO2 - TNL Plaza GoldSeason Building, 47 Nguyen Tuan, Thanh Xuan, HN		x	x
9	Ha Noi	Hong Ngoc Clinic - To Huu	1 Floor, HPC Landmark 105, To Huu, La Khe, Ha Dong, HN		x	x
10	Ha Noi	Thu Cuc International Hospital	286 Thuy Khue Road, Tay Ho Dist.	x	x	x
11	Ha Noi	Thu Cuc International Clinic	No 126, Tran Duy Hung street, Trung Hoa Ward, Cau Giay Dist.		x	x
12	Ha Noi	National Hospital Of Tropical Diseases - Medical Request Department	78 Giai Phong Str, HN	x		
13	Ha Noi	Hospital Of Post And Telecoms	48 Tran Dien, Dinh Cong Ward, Hoang Mai Dist, HN	x		
14	Ha Noi	International Department - Vietnam National Hospital Of Pediatrics	18/879, La Thanh, Dong Da Dist, HN	x		

15	Ha Noi	An Thinh Obstetrics Hospital	496 Bach Mai, Hai Ba Trung Dist.	x		
16	Ha Noi	Hung Viet Oncology Hospital	34 Dai Co Viet, Le Dai Hanh, Hai Ba Trung Dist, HN	x	x	
17	Ha Noi	Central Acupuncture Hospital	No 49 Thai tinh, Thinh Quang Ward, Ha Noi	x	x	
18	Ha Noi	Hanoi High Tech And Digestive Center - Saint Paul Hospital	12 Chu Van An, Ba Dinh Dist.	x	x	
19	Ha Noi	Tam Anh General Hospital	108 Hoang Nhu Tiep, Bo De, Long Bien District	x	x	
20	Ha Noi	Bac Ha International Hospital	137 Nguyen Van Cu, Ngoc Lam, Long Bien Dist.	x	x	
21	Ha Noi	An Viet Hospital	1E Truong Chinh Str, Phuong Liet Ward, Thanh Xuan Dist	x	x	x
22	Ha Noi	Dnd-International Eye Hospital	126-128 Bui Thi Xuan, Hai Ba Trung Dist.	x	x	
23	Ha Noi	Medlatec Hospital	42-44 Nghia Dung, Ba Dinh Dist	x	x	x
24	Ha Noi	Tay Ho Medlatec Clinic	99 Trich Sai, Tay Ho Dist		x	x
25	Ha Noi	Thanh Xuan Medlatec Clinic	No3, Khuat Duy Tien, Thanh Xuan Bac Ward, Thanh Xuan Dist, Ha Noi		x	x
26	Ha Noi	Medelab Clinic	86-88 Nguyen Luong Bang, O Cho Dua, Dong Da Dist.		x	x
27	Ha Noi	Vietsing General Clinic (Rang Dong)	83B Ly Thuong Kiet, Hoan Kiem Dist.		x	x
28	Ha Noi	Dr. Binh General Tele_Clinic	11-13-15 Tran Xuan Soan, Hai Ba Trung, Ha Noi		x	x
29	Ha Noi	Thanh Chan International General Clinic	No.06 Nguyen Thi Thap, Trung Hoa-Nhan Chinh Urban, Trung Hoa, Cau Giay, Ha Noi		x	x
30	Ha Noi	125 Thai Thinh Clinic	No.125 Thai Thinh, Dong Da, Ha Noi		x	x

31	Ha Noi	Nguyen Du Dental Care Clinic	02-04 Nguyen Du, Hang Bai Ward, Hoan Kiem Dist.			x
32	Ha Noi	Australian Dental Care Clinic	03 Nguyen Du, Hai Ba Trung Dist.			x
33	Ha Noi	Dental Care Clinic Of Dr. Le Hung And Partners	No. 3, Lane 45, Hao Nam Str., Dong Da Dist.			x
34	Ha Noi	Viet Phap International Dental Clinic	24 Tran Duy Hung, Cau Giay Dist.			x
35	Ha Noi	Home Dental Clinic	30 Trieu Viet Vuong, Hai Ba Trung, Ha Noi			x
36	Ha Noi	Sunshine Dental Clinic (Minh Trang)	146 Lac Trung, Vinh Tuy Ward, Hai Ba Trung Dist., HN			x
37	Ha Noi	International Dental Center	16 Chau Long, Truc Bach Ward, Ba Dinh Dist, HN			x
38	Hai Phong	Hai Phong Medical University Hospital	225C Lach Tray, Ngo Quyen Dist, Hai Phong City	x	x	x
39	Hai Phong	Hai Phong International Hospital	124 Nguyen Duc Canh, Cat Dai, Le Chan Dist, Hai Phong	x	x	x
40	Hai Phong	Vinmec Hai Phong International Hospital	Group 31, Vinh Niem, Le Chan, Hai Phong	x	x	x
41	Quang Ninh	Bai Chay General Hospital	Ha Long Road, Gieng Day Ward, Ha Long City, Quang Ninh Province	x	x	x
42	Quang Ninh	Vinmec Ha Long International Hospital	No 10A Le Thanh Tong, Ha Long City, Quang Ninh	x	x	x
43	Phu Tho	Phu Tho General Hospital	Nguyen Tat Thanh Road, Tan Dan, Viet Tri, Phu Tho	x	x	x
44	Thai Nguyen	Thai Nguyen International Hospital	328 Luong Ngoc Quyen, Dong Quang, Thai Nguyen	x	x	x
45	Thanh Hoa	Aca General Hospital	315B, 1A Highway, Phu Son, Bim Son, Thanh Hoa	x		
46	Nghe An	Vinh International Hospital (Hoan My)	No 99 Pham Dinh Toai, Vinh City, Nghe An	x	x	x
47	Da Nang	Danang Women'S Hospital	26C Chu Van An, Hai Chau Dist, Da Nang	x		

48	Da Nang	Hoan My Da Nang Hospital	161 Nguyen Van Linh, Thanh Khe Dist.	x	x	x
49	Da Nang	Da Nang Tam Tri Hospital	64 Cach Mang Thang Tam, Dist. Cam Le	x	x	x
50	Da Nang	Family General Hospital	73 Nguyen Huu Tho, Quan Hai Chau, TP Da Nang	x	x	
51	Da Nang	Vinmec Da Nang International Hospital	Turning point Nguyen Huu Tho St. with 30/4 St., Hai Chau, Đà Nẵng	x	x	x
52	Da Nang	Da Nang Hospital	124 Hai Phong, Thach Thang Ward, Hai Chau Dist, Da Nang City	x	x	x
53	Da Nang	International Dental Center	113 Duong Dinh Nghe, An Hai Bac Ward, Son Tra Dist, Da Nang City			x
54	Da Nang	Thien Nhan Clinic	276-278 Dong Da, W. Thanh Binh, Dist. Hai Chau		x	x
55	Da Nang	199 Hospital	216 Nguyen Cong Tru - Son Tra Dist - Da Nang City	x	x	x
56	Hue	Hue Central Hospital	3 Ngo Quyen, Vinh Ninh Ward, Hue, Thua Thien Hue Province.	x		
57	Quang Nam	Vinh Duc Hospital	1A Highway, W. Dien Nam Trung, Dien Ban	x	x	x
58	Ho Chi Minh	An Sinh General Hospital	10 Tran Huy Lieu, Ward 12, Dist.3, HCM City	x		
59	Ho Chi Minh	Franco-Vietnamese Hospital (Fv)	6 Nguyen Luong Bang, Tan Phu Ward, Dist. 7	x	x	
60	Ho Chi Minh	Fv Clinic	3rd Floor, Bitexco Financial Tower, 2 Hai Trieu, Dist.1		x	
61	Ho Chi Minh	Columbia Asia Gia Dinh Hospital (Columbia Asia Viet Nam Co., Ltd.)	01 No Trang Long, Binh Thanh Dist., Ho Chi Minh City	x	x	
62	Ho Chi Minh	Anh Minh International General Hospital (Vu Anh)	15-16 Phan Van Tri, Ward 7, Go Vap, TPHCM	x		
63	Ho Chi Minh	Saigon Ent Hospital	1 – 3, 6 – 8, 9 – 15 Trinh Van Can, Cau Ong Lanh Ward, Dist.1	x	x	
64	Ho Chi Minh	Trieu An Hospital	425 Kinh Duong Vuong, An Lac W., Binh Tan Dist.	x		

65	Ho Chi Minh	Tu Du Hospital	284 Cong Quynh, W. Pham Ngu Lao, Dist.1, Ho Chi Minh City	x		
66	Ho Chi Minh	Hoan My Sai Gon Hospital	60-60A Phan Xich Long, W.1, Dist. Phu Nhuan	x	x	
67	Ho Chi Minh	Minh Anh General Hospital	36, 1B Str, Binh Tri Dong B Ward, Binh Tan Dist. Ho Chi Minh City	x	x	
68	Ho Chi Minh	Mekong Obstetrics Gynecology Hospital	243-243A-243B Hoang Van Thu, Ward 1, Tan Binh Dist.	x		
69	Ho Chi Minh	Vinmec Central Park Hospital	208 Nguyen Huy Canh, W. 22, Dist Binh Thanh, HCM	x	x	x
70	Ho Chi Minh	City International Hospital	No 3, Road 17A, Binh Tri Dong B, Binh Tan, Ho Chi Minh City	x	x	
71	Ho Chi Minh	Tan Hung General Hospital	871 Tran Xuan Soan, Tan Hung Ward, Dist. 7, Ho Chi Minh City	x	x	
72	Ho Chi Minh	Tam Tri - Sai Gon General Hospital	171/3, Truong Chinh Street, Tan Thoi Nhat Ward, District 12, Ho Chi Minh City	x	x	
73	Ho Chi Minh	Gia An 115 Hospital	No.05, 17A street, Block 11, Binh Tri Dong B Ward, Binh Tan District, Ho Chi Minh City	x	x	
74	Ho Chi Minh	Columbia Asia – Sai Gon International Clinic (Columbia Asia Viet Nam Co.,Ltd.)	08 Alexandre de Rhodes, Dist. 1, Ho Chi Minh City		x	
75	Ho Chi Minh	Viet Gia Medical Clinic	166 Nguyen Van Thu, Đa Kao Ward, Dist 1		x	
76	Ho Chi Minh	Viet My Medical Clinic	02 Hoang Hoa Tham, Ward 7, Binh Thanh Dist.		x	
77	Ho Chi Minh	Vinmec Sai Gon Clinic	2 - 2 Bis Trần Cao Vân, Phường Đakao, Quận 1, TP Hồ Chí Minh.		x	
78	Ho Chi Minh	Virgo Medical Clinic	(Floor 2-4) Ao dai Miss Building, 21 Nguyen Trung Ngan, Dist 1, TPHCM		x	x
79	Ho Chi Minh	Virgo Medical Clinic	102A Truong Dinh, Ward 9, District 3, HCM city		x	x
80	Ho Chi Minh	Medical University Hospital I Clinic	20-22 Dương Quang Trung, W.12, Dist 10, HCM		x	

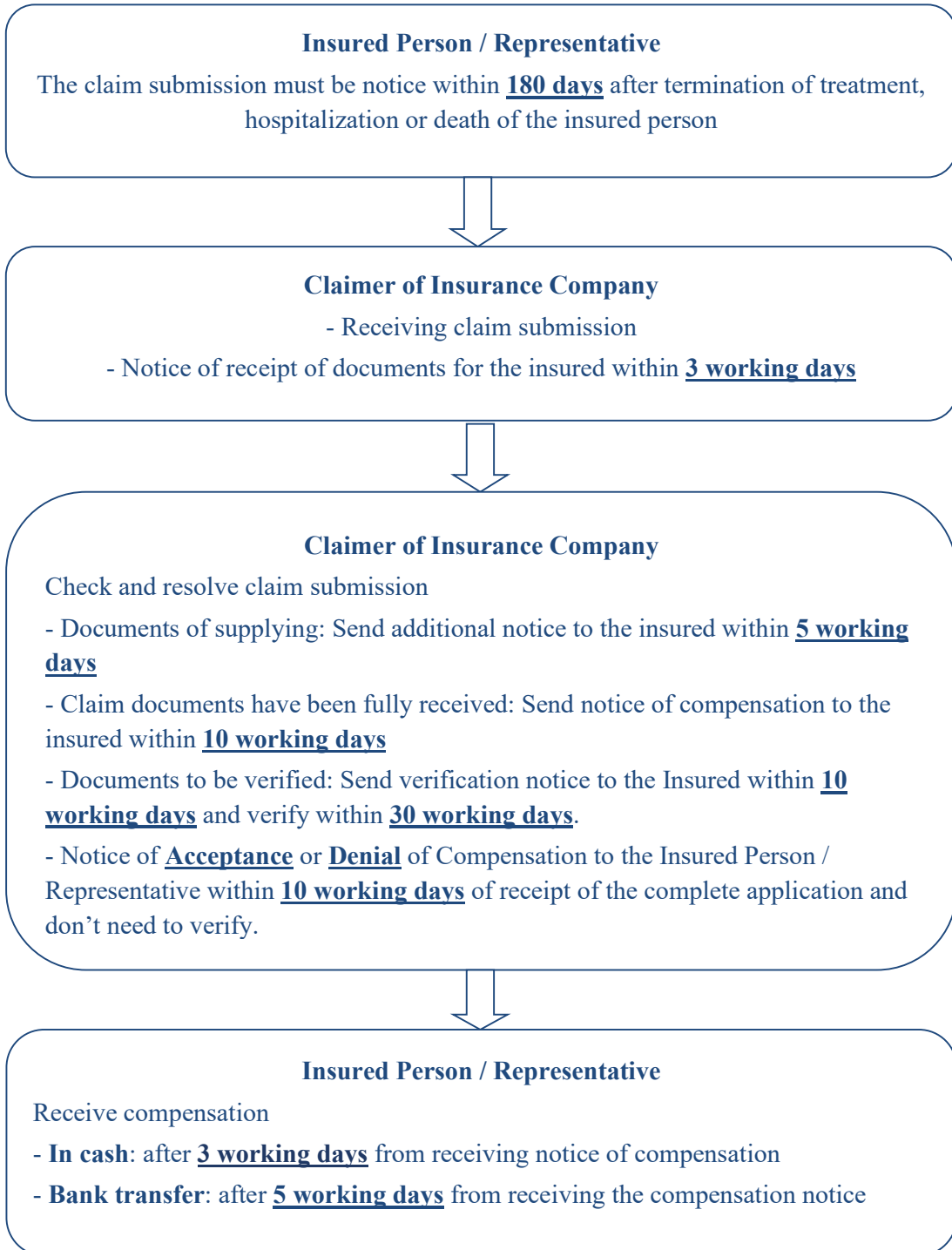
81	Ho Chi Minh	Care Plus International Clinic - Tan Binh Branch	107 Tan Hai, W.13, Tan Binh Dist., Ho Chi Minh City		x	
82	Ho Chi Minh	3/2 Dental Clinic	74, 3/2 Str., Ward 2, Dist. 3			x
83	Ho Chi Minh	Song Phat Dental Clinic	Branch 1 :168 Phan Dang Luu, Ward 3, Phu Nhuan Dist.			x
84	Ho Chi Minh	Song Phat Dental Clinic	Branch 2 :331 Dien Bien Phu, Ward 4, Dist 3			x
85	Ho Chi Minh	Song Phat Dental Clinic	Branch 3 :198 Xo Viet Nghe Tinh, Ward 21, Binh Thanh Dist.			x
86	Ho Chi Minh	Nhat Nam Dental Clinic	B.O Phan Dinh Phung: 332 Phan Dinh Phung, Ward 1, Phu Nhuan Dist.			x
87	Ho Chi Minh	Nhat Nam Dental Clinic	B.O Cong Hoa: 06 Cong Hoa, Ward 4, Tan Binh Dist			x
88	Ho Chi Minh	Nhat Nam Dental Clinic	B.O Hoang Van Thu: 457 Cong Hoa, Ward 4, Tan Binh Dist.			x
89	Ho Chi Minh	Nhat Nam Dental Clinic	B.O Tran Quang Dieu: 10A, Tran Quang Dieu, Ward 14, Dist 3.			x
90	Ho Chi Minh	Sakura Dental Clinic	69 Le Van Thiem, Hung Phuoc 3, Phu My Hung, Dist.7			x
91	Ho Chi Minh	Saint Paul Dental Clinic	Branch 2: 18 Dien Bien Phu, W. Da kao, Dist.1			x
92	Ho Chi Minh	Saint Paul Dental Clinic	Branch 1: 33 Xo Viet Nghe Tinh Street, W.17, Binh Thanh Dist.			x
93	Ho Chi Minh	Nhat Tan Dental Clinic	10 Lam Son, KP3, W. Linh Tay, Thu Duc Dist.			x
94	Ho Chi Minh	Au My Dental Clinic	113-115 Dinh Tien Hoang, Dakao Ward, Dist. 1, HCMC			x
95	Ho Chi Minh	Saido Dental Clinic	15 Duong Duc Hien, Tay Thanh Ward, Tan Phu Dist, Ho Chi Minh City			x
96	Ho Chi Minh	Saido Dental Clinic	258 Huynh Van banh, Ward 11, Phu Nhuan Dist, HCM City			x

97	Ho Chi Minh	Viet Nha Dental Clinic	Branch Hoàng Hoa Thám: 90 Hoang Hoa Tham, Ward 12, Tan Binh, Ho Chi Minh			x
98	Ho Chi Minh	Viet Nha Dental Clinic	Branch Binh Thanh: 382 Le Quang Dinh, Ward 11, Binh Thanh, HCMC			x
99	Ho Chi Minh	Viet Nha Dental Clinic	Branch Dist 3: 16, Road 3, Cu Xa Do Thanh, F4, Dist 3, HCM City			x
100	Ho Chi Minh	University Medical Center Hcmc	215 Hong Bang, Ward 11, Dist. 5, HCM City	x		
101	Ho Chi Minh	Golden Healthcare Clinic	37 Hoang Hoa Tham, Ward 13, Tân Binh Dist, HCM City	x	x	
102	Ho Chi Minh	Dental Clinic 2000 (Dental 2000 Co., Ltd.)	99 Ho Hao Hon, Co Giang Ward, Dist 1			x
103	Ho Chi Minh	Dental Clinic 2000 (Dental 2000 Co., Ltd.)	502 Ngo Gia Tu, Ward 9, Dist 5			x
104	Ho Chi Minh	Smart Clinic - Jio Health Clinic Co., Ltd.	Mplaza Building, 39 Lê Duan, Ben Nghe Ward, Dist 1, HCM City		x	x
105	Ho Chi Minh	Medical Diag Center	414-416-418-420 Cao Thang Street, Ward 12, Dist 10, HCM city		x	x
106	Ho Chi Minh	Viet Giao Dental Clinic	71 Pham Ngoc Thach Street, Ward 6, District 3, HCM City			x
107	Binh Duong	Columbia Asia Binh Duong Hospital	Lot 178 Hoa Lan Hamlet, Thuan Giao Commune, Thuan An Dist., Binh Duong Province	x	x	
108	Binh Duong	My Phuoc Hospital	TC3, My Phuoc Ward, Ben Cat Dist, Binh Duong	x		
109	Binh Duong	Sai Gon Binh Duong Hospital	No 39 Ho Van Cong St, Ward Tuong Binh Hiep, Thu Dau Mot City, Binh Duong Provice	x	x	
110	Can Tho	Hoan My Cuu Long Hospital	20 Vo Nguyen Giap, Cai Rang Dist, Phu Thu, Can Tho City	x	x	x
111	Can Tho	Phuong Chau International Hospital	300 Nguyen Van Cu, An Khanh Ward, Ninh Kieu Dist, Can Tho City	x	x	x
112	Can Tho	Van Phuoc Cuu Long General Hospital	19 Nguyen Van Linh, Hung Loi, Ninh Kieu, Can Tho		x	x

113	Can Tho	Sai Gon Dental - Dentomaxillofacial Hospital	46 Vo Van Kiet, An Hoa, Ninh Kieu, Can Tho		x	x
114	Can Tho	Sai Gon Dental - Dentomaxillofacial Hospital 2	81 Phan Dinh Phung, An Hoa Ward, Ninh Kieu District, Can Tho City		x	x
115	Can Tho	Ninh Kieu Dental Clinic	176 Nguyen Van Cu, An Hoa, Quan Ninh Kieu, Can Tho			x
116	Lam Dong	Hoan My Da Lat Hospital	156 Zone, Mimosa St., Ward 10, Da Lat, Lam Dong	x		
117	Khanh Hoa	Tam Tri Nha Trang Hospital	57-59 Cao Thang, Phuoc Long, Nha Trang, Khanh Hoa	x	x	x
118	Khanh Hoa	Vinmec Nha Trang International Hospital	42A Tran Phu Street, Tay Son, Vinh Nguyen Ward, Nha Trang, Khanh Hoa.	x	x	x
119	Dong Nai	Dong Nai International Hospital	9th Fl., 1048A Pham Van Thuan Str., Tan Mai Ward, Bien Hoa City	x	x	x
120	Dong Nai	Viet Anh Duc Dentomaxillofacial Hospital	3/10 - 3/11, KP6, Dong Khoi, Tan Hiep, Bien Hoa, Dong Nai	x		x
121	Dong Nai	Dong Nai General Hospital	No 2 Dong Khoi, Bien Hoa, Dong Nai	x		
122	Dong Nai	Van Thanh Dental Clinic	Bien Hoa Branch 17 / 11- CMT8, Ward Quang Vinh, Bien Hoa, Dong Nai			x
123	Dong Nai	Van Thanh Dental Clinic	Thong Nhat Branch 14D Phuc Nhac, Gia Tan 3, Thong Nhat, Dong Nai			x
124	Dong Nai	Van Thanh Dental Clinic	Dinh Quan Branch 45 Street 1, Hamlet 1, Phu Loi, Dinh Quan, Dong Nai			x
125	Dong Nai	Viet Nha Dental Clinic	Branch Bien Hoa: 608 Pham Van Thuan, KP5, Tam Hiep, Bien Hoa, Dong Nai			x
126	Kien Giang	Vinmec Phu Quoc International Hospital	Bai Dai Area, Ganh Dau Ward, Phu Quoc Dist., Kien Giang.	x	x	x
127	Vung Tau	Vung Tau General Clinic	205-207 Nguyen Van Troi, W.4, Vung Tau City		x	x

128	Vung Tau	Van Thanh Dental Clinic	Ba Ria Branch 01 75 Bach Dang Street, Phuoc Trung Ward, Ba Ria			x
129	Vung Tau	Van Thanh Dental Clinic	Vung Tau Branch 55 Ly Thuong Kiet, Ward 1, Vung Tau			x
130	Vung Tau	Van Thanh Dental Clinic	Ba Ria Branch 2: 487 CMT8, P. Phuoc Nguyen, Ba Ria,			x
131	Vung Tau	Van Thanh Sai Gon Clinic	306 Road Doc Lap, Hamlet 1, Phu My, Dist. Tan Thanh		x	x
132	Khanh Hoa	Tin Duc General Clinic (Vinh Son Co.,Ltd	39-41 Tran Quy Cap, Van Thang, Nha Trang		x	

PRE-PAYMENT – CLAIM SUBMISSION



Note: Working days excluding Saturday, Sunday and public holidays

NESSCESARY CLAIM DOCUMENTS

I. CLAIM FORM (Original)

- Complete the information in the form of Insurance Company.
- If the children, the parent may represent the signature but need to specify the relationship with the insured.

II. PAYMENT DOCUMENTS (Original)

- Receipt (for total amount less than VND 200,000)
- VAT Invoice (for total amount from VND 200,000) (the invoice must be attached with an itemized list of expenses)
- If the amount of expenses for treatment is more than VND 200,000, Insured person must obtain Official VAT invoice. If the insured does not submit VAT invoice for medical expense which is from VND 200,000 upward, the insurer agrees to pay maximum VND 200,000 for all expenses without VAT invoice in such visit

Note:

- o Receipt/Invoice must include the following important information: company name, address, tax code (if available) of the provider, signature and full name of the seller, detail of quantity, unit price of each item and total payable amount. If invoice is not itemized, a breakdown of charges must be attached to the invoice.
- o VAT invoice must be issued **within 30 days** from the treatment date.
- o Invoice of medication must be relevant to doctor's prescription in respect of medication and quantity. Prescription is only valid for purchasing **within 5 calendar** days from the date of prescription
- o Splitting of a large amount into many retail receipts is not allowed
- o For some hospitals (University Medical Center, Nancy Clinic, etc.) using electronic invoices, please kindly request hospitals to issue VAT invoice transferred from electronic invoice with signature and full name of the converter, date of conversion and seal of the medical facility

III. MEDICAL DOCUMENTS (copied documents certified true-copy by Policy Holder or the Hospital/Clinic is acceptable)

- Prescription | Medical records
- Hospital discharge certificate (according to the regulations of the Ministry of Health)
- Surgery certificate | procedures certificate
- Dental treatment report/record (show detail of treatment, material of filling, treatment plan...), relevant invoice/receipt, Xray film or results (if any)
- Physiotherapy: Treatment plan, schedule, and treating doctor's indication/referral letter
- Treating doctor's indication (lab tests, ultrasound, X-ray...) and results
- Death Certificate

Note:

- o All medical documents, such as: hospital discharge certificate, prescription, breakdown of hospital charges, lab tests' results and dental report, etc. **must include stamp of medical facility.**

- Medication for chronic condition is payable up to 30 days (follow up treatment for next prescription).
- Medicine must be purchased within 5 days from the date of prescription. However, VAT invoice will be accepted within 30 days from the date of examination.
- Dental report including: Details of treatment, details of treated teeth, treatment method, such as: extraction tooth No. 8, amalgam filling tooth No. 12, etc. X ray film must be provided in case of root canal treatment
- All adjustments on prescription such as: adjustment in quantity of medicine, adjustment in name of medicine, etc. must include name and signature of treating doctor, stamp of medical facility in the corrected part
- Clinical test such lab test, X ray, ultrasound, etc. which are not related to final diagnosis or treating condition are not covered

IV. OTHER DOCUMENTS

- Labor accident report, or Traffic accident report, or Accident report certified by Company or local Authority. (Accidental cases)
- Copy of driving license and copy of vehicle registration (if the insured is driving vehicle above 50cc)
- Employee off-work for injury treatment: treating doctor's indication for leave, Labor contract, and attendance/leave report from Policy Holder...
- Certificate of legal inheritance

Depending on the specific situation, the Insurance Company maybe require a number of other documents to clarify the information to be sufficient to consider compensation.

CONTACT INFORMATION

FOR BENEFIT CONSULTANCY AND CLAIM SUPPORT:

Willis Towers Watson Vietnam (WTW)

37 Ton Duc Thang, District 1, HCMC

Tel: (84 8) 3910 0976 - Ext. 149

Helpline: 090 885 7739

Ms. Nguyen Thi Hai Yen – Benefit Solution

Email: Yen.Nguyen3@willistowerswatson.com

INSURER - CLAIM SETTLEMENT & DIRECT BILLING

PTI SAIGON COMPANY

3rd floor, Dali Tower, No. 24C Phan Dang Luu, Ward 6, Binh Thanh

District, Ho Chi Minh City

Phone : (028) 3 841 0576

Helpline: 0909 297 569

Email: blvp_saigon@pti.com.vn

This booklet is for reference only



COMBINED PERSONAL ACCIDENT 02/01/2021 – 14/01/2022

FOR EMPLOYEE

Willis Towers Watson Vietnam	
Contact	Health & Benefits Division - Ms. Nguyen Thi Hai Yen Tel: (84 8) 3910 0976 - Ext. 149 Helpline service: 090 885 7739 Email: Yen.Nguyen3@willistowerswatson.com
RECEIVE COMPENSATION	
SAI GON POST TELECOMMUNICATION INSURANCE COMPANY	
Address: Room 3-2, Floor 3, Dali Tower, 24C Phan Dang Luu, Ward 6, Binh Thanh District, Ho Chi Minh City	
Tel: (028) 3841 0576	
Email: blvp_saigon@pti.com.vn	
Receiver: PA & Healthcare Insurance Dept.	Helpline: : 0909 297 569

** This leaflet is just for reference and not valid to replace or supplement the current Insurance Policy*



CLAIM PROCEDURE

If you do not hospitalize in one of our direct billing networks

- ✓ You choose the most suitable medical facilities with you (legal operation in Vietnam)
- ✓ You pay for hospitals/clinics and collect full documents of claim file
- ✓ Filling in claim document
- ✓ Send file to PTI, PTI will confirm file and ask to complete document (if any)
- ✓ Within 10-15 working days since PTI has received full of reasonable documents, PTI will send payment notice

NECESSARY CLAIM DOCUMENTS

ACCIDENT
➢ Claim form with full filling
➢ Disablement certificate, death certificate, letter of attorney for receiving indemnity...
➢ Indication of doctors in charge (Prescription, indication of sick leave, v.v.)
➢ Receipt, medicine invoice, related medical documents
➢ Death/Disablement (Contact to WTW)

(*) The claim must be signed and full name of the insured;

(**) Accident report:

- a. Labor accident:
- In all cases, the company will make a record of occupational accident investigation showing the cause of the accident and remedies.
 - If the accident leads to death: a police record or relevant parties is required.
- b. Living accident:
- If a police officer participates, it is necessary to provide a police record;
 - Otherwise, the insured will make a self-reported accident report certified by the police / local authority. Accidents less than 10 million: Insured people report accidents themselves; More than 10 million: Consider the case.
- c. Traffic accidents:
- If a police officer is involved, a traffic accident record is required;
 - Otherwise, the insured will make a self-report of the accident with the certification of the local police. Accidents below 2 million do not require confirmation. Over 2 million need a police record or confirmation of local authorities
 - In case of motorbike driver, you need to provide a copy (notarized within 6 months) of the vehicle registration certificate and driver's license (if driving a car above 50cc) or color scan and email to CTBH.
- (***) Death / Permanent disability: please contact WTW for advice.
- Death case:
- Death Certificate

- Documents evidencing the cause of death of the investigated medical facility or police
 - Certificate of legal inheritance
 - Copy of identity card of the deceased
 - Copies of identity card of the inheritors and documents showing the relationship with the deceased such as household registration book, birth certificate, marriage certificate, etc.
- Permanent disability case:
- Certificate of permanent disability

TABLE OF BENEFITS

This Policy covers death/permanent disablement and consequence within 104 weeks since date of accident. Compensates for loss of income during actual off-work period due to injury treatment and medical expenses due to accident during period of insurance

BENEFITS	SUM INSURED
Territorial Limit	Worldwide
A. Death/Disablement due to accident	30 months of salary
- Partial Permanent Disablement	A percentage of Sum Insured as per Permanent Disablement Payment Scale Table
B. Medical Expense during medical treatment following accident, including emergency local transportation (excluding air transportation and SOS/IPA)	16,000,000/ year
C. Temporary Disablement: Daily allowance shall be paid for the time off work during treatment period of an injury (In-patient and/or Out-patient Treatment, days of rest as per Physician's instruction)	Up to 06 months of salary (180 days/year) Daily basis = monthly salary/30

EXTENSION CLAUSE

1. Occupational disease Clause (Cover for medical expenses under Part 1: Personal Accident, applied for staff only)
- It is agreed and understood that PTI extends to cover treatment occupational diseases regulated by the Labor Code of Vietnam as personal accident event under medical expenses due to accident benefit.

2. Appearance and Disappearance Clause (12 months)

The Jury shall state the Insured Person is lost, if he/she is missing for 12 consecutive months or more, despite the fact that every possible method of announcing, finding, regarding the Civil Law has been used but there is no information that he/she is still alive or dead. The period of 12 months starts from the last day of the last information of the Insured; or the first day of the next month; or the first day of the next year. All parties agree that if a person is missing because of accidental reasons, PTI will consider this person death and has the responsibility to compensate as the Death Section in the Policy Schedule. However, if the missing person is known to be alive, the beneficiary should refund the Sum Insured to PTI.

3. Strike, Riot & Civil Commotion Extension Clause

It is hereby agreed and understood that notwithstanding any contrary written in the Policy, this Policy shall extend to cover Death, Disability or Medical Expenses as a result of Strike, Riot and Civil Commotion, which for the purpose of this Endorsement shall mean Injury directly caused by:

- The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not);
- The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance;
- The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out;
- The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

4. Food and Drink Poisoning Clause under Accident clause (Cover for all benefits under Part 1: Personal Accident)

It is agreed and understood that PTI extends to cover poisoning event as personal accident event and under Personal accident insurance as Policy Schedule's stipulation. Accumulation loss does not exceed VND 2,100,000,000/ occurrence.

5. Suffocation and Inhalation of poisonous gas/fumes Clause (Cover for all benefits under Part 1: Personal Accident)

It is hereby noted and agreed that the insurance under this Policy shall include Death, Disablement or Medical Expenses arising from accident in connection with suffocation by smoke, poisonous fumes, gas and drowning, provided that it does not arise out of the Insured Person's wilful and/or intentional act.

Accumulation loss for suffocation by smoke, poisonous fumes, gas does not exceed VND 2,100,000,000/ occurrence.

6. Continuous Cover: When this policy replaces one prior Policy schedule taken up by the Policyholder or by any predecessor in the interest of the Insured, which for the prior policy is terminated for such replacement, the insurer agrees that:

- This policy shall continue covering all insured benefits due to consequences of accident occurred in the previous policy, including any on-going treatment that is not excluded by this Policy schedule and up to the insured limit granted under this Policy schedule since the inception date of this policy.

7. Extend to cover for preventive treatment/medication indicated to avoid any complication/side effects of medication prescribed by doctor, max 200,000/prescription.

8. Extend to cover for screws, splints, vis, disc, suture anchors are covered up to maximum limit of medical expenses due to accident.

9. Extend to cover for diagnosis, treatment and surgery of tendon and ligament reconstruction surgery.

10. If the insured does not submit VAT invoice for medical expense which is from VND 200,000 upward, the insurer agrees to pay maximum VND 200,000 for all expenses without VAT invoice in such visit.

11. Government hospitals:

- Do not require breakdown with expenses under VND 2,000,000 in case of in-patient treatment and under VND 500,000 in case of out-patient treatment
- Do not require a stamp on a prescription (printed on paper) in the case of a hospital code and the patient code is shown on other medical documents stamped by the hospital.

12. Stamp and signed is not required on the claim form.

MAJOR EXCLUSIONS

1. Wilful misconduct of the Insured Person or the legal heir;
2. Grave violation of law, regulation and other rules of the local authority or other social bodies, organizations; and serious violation of traffic regulations by the 14 year-old Insured Person and over;
3. The use of and under the influence of alcohol, beer (which exceeds the acceptable concentration of alcohol stipulated by the law) or other similar stimulants by the Insured Person;
4. The Insured Person's act of fighting, unless such act can be proved that it is only a defence against an attack;
5. Medical treatment or use of medicaments or medicines or drugs without applying prescription or indication of the physician, Treatment that is not scientifically recognized or is experimental in nature, vaccination (not applied for "New-born care" benefit, the use of preventive medicines

(except necessary vaccination after accident or being bitten by insect or animal), nutritional supplements;

6. Participating in air transport activities (except in the capacity of an air passenger with air ticket), military demonstration or training, fighting in armed forces;
7. Earthquake, volcanic eruption, radioactive contamination;
8. War, civil war, strike, terrorism;
9. Syphilis, gonorrhoea, tuberculosis, malaria fever, leprosy.

For others, please refer full Exclusions in the Policy Wording.

CỘNG HOÀ XÃ HỘI CHỦ NGHĨA VIỆT NAM

Độc lập – Tự do – Hạnh Phúc

SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom - Happiness

TP. Hồ Chí Minh, ngày [start date]

Ho Chi Minh City, date [start date]

Tên đơn vị: Công ty TNHH PERSOLKELLY Việt Nam

Company: PERSOLKELLY VIETNAM

Số/ No.: [Employee ID]/LBCT-[Client's short name]

HỢP ĐỒNG LAO ĐỘNG

LABOUR CONTRACT

Chúng tôi, một bên là : Bà **NGUYỄN NGỌC KIM NGÂN**

We are, from one side : Ms. NGUYEN NGOC KIM NGAN

Quốc tịch: Việt Nam

Nationality: Vietnamese

Chức vụ : Trưởng phòng Dịch vụ Khách hàng

Position : Service Delivery Manager

Đại diện cho : **Công ty TNHH PERSOLKELLY Việt Nam**

On behalf of : PERSOLKELLY VIETNAM

Điện thoại/ Telephone : +84 28 7303 9100

Địa chỉ : L17-11, Tầng 17, Tòa Nhà Vincom Center, Số 72 Lê Thánh Tôn, Phường Bến Nghé, Quận 1, TP Hồ Chí Minh

Address : L17-11, Floor 17, Vincom Center, 72 Le Thanh Ton Street, Ben Nghe Ward, District 1, Ho Chi Minh City

(gọi tắt là “**Công ty**”)

*(Hereinafter referred to as “**Company**”)*

Và một bên là Ông/ Bà : [Name]

And from other side, Mr/Ms: [name]

Quốc tịch: [Việt Nam]

Nationality: [Vietnamese]

Sinh ngày/ Date of birthday: [DOB]

tại/ at: [POB]

Địa chỉ thường trú/ Permanent address: [address]

Địa chỉ tạm trú/ Temporary address: [address]

CMND/ Hộ chiếu số/ ID Card/Passport No:

cấp ngày/ issued date: tại/ issued place:

(gọi tắt là “**Người lao động**”)

*(Hereinafter referred to as “**Employee**”)*

Thỏa thuận ký kết hợp đồng lao động và cam kết làm đúng những điều khoản sau đây:
Agree to sign this Labour Contract and engage to satisfy the following provisions:

Điều 1: Thời hạn và công việc hợp đồng

Article 1: Terms and Duty in contract

- Mr/Ms **[Name]** làm cho Công ty theo loại hợp đồng **[không xác định thời hạn/ xác định thời hạn]**
Mr/Ms [name] is working for Company under this [indefinite/ definite] Labour Contract
từ ngày **[start date]** **[blank if indefinite/ đến hết ngày [last date]]**
commencing from [start date] [blank if indefinite/ until the end of [last date]]
- Thử việc, từ ngày **[start date]** đến hết ngày **[last date of probation]**
Probation period, commencing from [start date] until the end of [last date of probation]
- Vị trí công việc: **[Job position]**
Job position: [Job position]
- Công việc phải làm: theo yêu cầu của Công ty và tuân theo quy định của pháp luật hiện hành
Job description: as requested by Company and pursuant to current regulations
- Địa điểm làm việc: Lầu 18, Tòa nhà Sonatus, 15 Lê Thánh Tôn, Phường Bến Nghé, Quận 1, TP. Hồ Chí Minh hoặc địa điểm khác theo yêu cầu của Công ty
At work site: 18th floor, Sonatus Building, 15 Le Thanh Ton, Ben Nghe Ward, District 1, Ho Chi Minh City or other sites as per Company's assignment

Điều 2: Chế độ làm việc

Article 2: Working regime

- Thời gian làm việc: từ **8:00** đến **12:00** và từ **13:00** đến **17:00**; từ **thứ Hai** đến **thứ Sáu** hàng tuần
Working time: from 8:00 to 12:00 and from 13:00 to 17:00; from Monday to Friday
- Được cấp phát dụng cụ làm việc gồm: theo yêu cầu công việc
Equipments to be provided: as per job's requirement

Điều 3: Nghĩa vụ và quyền lợi của Người lao động

Article 3: Obligations, rights and benefits of Employee

1. Quyền lợi/ Rights and benefits:

- Phương tiện đi lại làm việc: **tự túc**
Means of working transportation: by Employee
- Mức lương chính hoặc tiền công: **[salary]** VND/ tháng
Basic salary or wages: [salary] VND/ month
- Hình thức trả lương: được chuyển khoản một lần/ tháng vào **ngày cuối cùng** của tháng
Method of paying salary: by bank transfer in one installment/ month at month end
- Tiền thưởng: theo quy định của Công ty
Bonus: as per Company's policy

- Chế độ nâng lương: theo quy định của Công ty
Regime for salary increase: as per Company's policy
- Được trang bị bảo hộ lao động gồm: theo yêu cầu công việc
Provided with protection equipments included: as per job's requirement
- Chế độ nghỉ ngơi (nghỉ hàng tuần, phép năm, lễ tết...):
Leave regime (weekly leave, annual leave, public holiday, etc):

+ Nghỉ hàng tuần: **Thứ Bảy và Chủ nhật**

Weekly leave: Saturday and Sunday

+ Phép năm: **12** ngày/ năm

Annual leave: 12 days/year

+ Lễ, Tết: theo quy định của Bộ Luật Lao Động hiện hành

Public holidays: based on current Labor Code

- Bảo hiểm xã hội, bảo hiểm y tế, bảo hiểm thất nghiệp: theo quy định của luật hiện hành
Social insurance, health insurance, unemployment insurance: as per current regulations

+ Người lao động đóng hàng tháng: 10,5% lương và phụ cấp lương (nếu có) được ghi trên Hợp đồng Lao động (bao gồm 8%, 1,5% và 1% tương ứng cho bảo hiểm xã hội, bảo hiểm y tế và bảo hiểm thất nghiệp)

Employee's monthly contribution: 10.5% salary and salary allowances (if any) as stated in the Labour Contract (including 8%, 1.5% and 1% for social insurance, health insurance and unemployment insurance respectively)

+ Công ty đóng hàng tháng: 21.5% lương và phụ cấp lương (nếu có) được ghi trên Hợp đồng Lao động (bao gồm 17.5%, 3% và 1% tương ứng cho bảo hiểm xã hội, bảo hiểm y tế và bảo hiểm thất nghiệp)

Company's monthly contribution: 21.5% salary and salary allowances (if any) as stated in the Labour Contract (including 17.5%, 3% and 1% for social insurance, health insurance and unemployment insurance respectively)

[Applied for expat]

+ Người lao động đóng hàng tháng: 1,5% lương và phụ cấp lương (nếu có) được ghi trên Hợp đồng Lao động cho bảo hiểm y tế

Employee's monthly contribution: 1.5% salary and salary allowances (if any) as stated in the Labour Contract for health insurance

+ Công ty đóng hàng tháng: 6.5% lương và phụ cấp lương (nếu có) được ghi trên Hợp đồng Lao động (bao gồm 3.5% và 3% tương ứng cho bảo hiểm xã hội và bảo hiểm y tế). Phần đóng của Công ty cho bảo hiểm thất nghiệp đã được bao gồm trong mức lương ghi trên Hợp đồng Lao động này và trả cho Người lao động hàng tháng

Company's monthly contribution: 6.5% salary and salary allowances (if any) as stated in the Labour Contract (including 3.5% and 3% for social insurance and health insurance respectively). Company's contribution for unemployment insurance is included in the salary stated in this Labour Contract which is monthly pay to Employee

- Thuế thu nhập cá nhân: tất cả thu nhập của Người lao động (lương, thưởng, phụ cấp, chế độ, phúc lợi...) đã bao gồm thuế thu nhập cá nhân, Công ty sẽ trích thuế thu nhập cá nhân từ thu nhập hàng tháng của Người lao động để đóng cho cơ quan thuế

Personal income tax: all incomes paid to employees (salary, bonus, allowance, regime, welfare, etc) include personal income tax, Company will deduct personal income tax from Employee's monthly incomes to pay to Tax Authority

- Thoả thuận khác: Người lao động được mua bảo hiểm sức khỏe/ bảo hiểm tai nạn 24/24 theo chính sách của Công ty

Others agreements: Employee is entitled of Health Insurance/ Accident Insurance 24/24 as per Company's policy

2. Nghĩa vụ/ Obligations:

- Hoàn thành những công việc đã cam kết trong hợp đồng lao động

To fulfill undertaken job in this labor contract

- Chấp hành lệnh điều hành sản xuất – kinh doanh, nội quy kỷ luật lao động, an toàn lao động và các qui định và qui chế khác do Công ty ban hành theo từng thời điểm

Comply with production and business operation, labor discipline, with rules of labor safety and health and other internal regulation of the office/enterprise

- Chấp hành các quy định của Công ty về đạo đức nghề nghiệp, tính độc lập và bảo mật thông tin. Các quy định này yêu cầu Người lao động phải thực hiện công việc với sự cẩn trọng cần thiết, giữ bí mật các thông tin của khách hàng, của đối tác và của Công ty. Tránh mọi trường hợp dẫn đến xung đột về quyền lợi trong công việc cũng như trong các mối quan hệ cá nhân. Mọi vi phạm các quy định về đạo đức nghề nghiệp, tính độc lập và bảo mật thông tin sẽ bị buộc thôi việc

Comply with Company's rules on professional ethics, independence and confidentiality. In general, these rules relate to the exercise of due care in carrying out your professional responsibilities, maintaining confidentiality in relation to clients/ partners' business and that of Company and avoiding the fact or appearance of conflicts of interest in relation to your business relationships or your personal affairs. Any breach of professional ethics, independence and client confidentiality will render you liable to instant dismissal

- Cam kết coi trọng các thông tin của khách hàng và đảm bảo giữ bí mật tất cả các thông tin của khách hàng. Không được phép tiết lộ các thông tin không được công bố rộng rãi và liên quan đến các khách hàng của Công ty. Điều khoản về bảo mật này vẫn có hiệu lực ngay cả khi Người lao động không tiếp tục làm việc cho Công ty. Người lao động không được quyền sao chép, sử dụng và công bố các thông tin về khách hàng tại mọi thời điểm trong thời gian làm việc cho Công ty và cả sau khi kết thúc hợp đồng với Công ty ngoại trừ việc sử dụng các thông tin đó để thực hiện các công việc của Công ty và theo yêu cầu của khách hàng. Tất cả các sản phẩm, báo cáo được thực hiện trong thời gian làm việc tại Công ty sẽ thuộc quyền sở hữu của Công ty hay các khách hàng của Công ty. Tất cả các sản phẩm và báo cáo này cũng được xem là các thông tin cần được bảo mật theo điều này

Respect the rights of Company's clients to the confidentiality of the information they share with Company. Thus, information which is not publicly available and which relates to Company's clients must be treated as confidential. The confidentiality restrictions you are accepting are permanent and do not lapse or cease on leaving Company. Such information shall not be copied, utilized, or disclosed by you at any time whether during your employment by Company, or after, except as necessary to carry out the tasks undertaken by Company on client's behalf. All inventions, articles and developments made by you during the course of your employment are works of hire and remain the exclusive property of Company or its clients. All such developments are, of course, subject to the confidentiality restrictions which apply to work conducted for any of Company's clients

- Không sử dụng tên, uy tín, nhãn hiệu, biểu tượng và các tài sản khác của Công ty vào các mục đích cá nhân hoặc các mục đích khác mà không được Công ty cho phép

Do not use the name, reputation, trademark, logo and other assets of Company for private purpose or other purposes without consent of Company

- Bồi thường vi phạm và vật chất/ *Compensation and material liability:*

+ Bồi thường chi phí đào tạo: nếu được Công ty cử tham gia các khoá huấn luyện hoặc đào tạo ở trong nước hay ở nước ngoài, Người lao động cam kết nghiêm túc tuân thủ các quy định tại thỏa thuận về đào tạo sẽ được Công ty và Người lao động ký, tùy từng thời điểm, kể cả các cam kết về thời gian làm việc cho Công ty sau khi được cử đi đào tạo được quy định tại từng thỏa thuận đào tạo tương ứng

Training compensation: Employee, who is sent by Company for training either abroad or domestic, commits to strictly comply with the provisions of the agreement on training to be signed between Company and Employee from time to time, including the additional committed service time for Company after each training course as specified in the respective agreement on training

+ Trách nhiệm vật chất: thực hiện theo quy định của Công ty và quy định của luật Việt nam

Material liability: comply with Company's policy and Vietnam regulations

Điều 4: Nghĩa vụ và quyền hạn của người sử dụng lao động

Article 4: Obligations and rights of the Employer

1. Nghĩa vụ/ *Obligations:*

- Bảo đảm việc làm và thực hiện đầy đủ những điều cam kết trong hợp đồng lao động
To assure job and fully ensure Employee with necessary terms and conditions committed in the Labor Contract
- Thanh toán đầy đủ, đúng thời hạn các chế độ và quyền lợi cho Người lao động theo Hợp đồng Lao động, thỏa ước lao động tập thể (nếu có)
To fully and duly pay Employee all remuneration and other benefits as committed in the Labor Contract, labor collective agreement (if any)

2. Quyền hạn/ *Rights*

- Điều hành Người lao động hoàn thành công việc theo hợp đồng lao động (bố trí, điều chuyển, tạm ngừng việc...)

To manage Employee to fulfill the duty (dispose, transfer, suspend, etc)

- Tạm hoãn, chấm dứt Hợp đồng Lao động, kỷ luật Người lao động theo quy định của pháp luật, thoả ước lao động tập thể (nếu có) và quy định của Công ty

To suspend, terminate the Labor Contract and to apply discipline measures according to labor Laws, labor collective agreement (if any) and labor regulation of enterprise

Điều 5: Điều khoản thi hành

Article 5: General provisions

- Những vấn đề về lao động không được ghi trong Hợp đồng Lao động thì áp dụng quy định của thoả ước lao động tập thể, trường hợp chưa có thoả ước lao động tập thể thì áp dụng quy định của pháp luật lao động

All issues in labor that have not mentioned in Labor Contract will be applicable to all the regulation of labor collective agreement, in case of not having labor collective agreement, Labor Laws will be applicable

- Hợp đồng Lao động được làm thành hai (02) bản có giá trị ngang nhau, mỗi bên giữ một (01) bản và có hiệu lực từ ngày [start date] đến hết ngày [last date]

This Labor Contract will be made into two (02) copies with equal value; each party keeps one (01) copy with the validity from [start date] until the end of [last date]

Hợp đồng này được làm tại Công ty TNHH PERSOLKELLY Việt Nam vào ngày [start date].

This labor contract has signed at PERSOLKELLY VIETNAM on [start date].

Người lao động

Employee

Người sử dụng lao động

Employer

NGUYỄN NGỌC KIM NGÂN
Trưởng phòng Dịch vụ Khách hàng
Service Delivery Manager

PHỤ LỤC

APPENDIX

Công ty và Người lao động bằng Hợp đồng Lao động này đồng ý các nội dung sau đây:

Company and Employee hereby agree on the contents as follows:

1. Không cạnh tranh

Non-competition

Đổi lại sự cân nhắc của Công ty và như là một sự khích lệ dành cho Công ty để thuê Người lao động, Người lao động đồng ý rằng trong suốt quá trình làm việc với Công ty và nếu Hợp đồng Lao động này bị chấm dứt vì bất kỳ lý do nào, Người lao động sẽ không, trong thời hạn [12] tháng sau khi chấm dứt Hợp đồng Lao động này, trực tiếp hoặc gián tiếp thuê, với tư cách cá nhân hoặc như là một Người lao động, cộng sự liên kết, cộng sự, nhà quản lý, đại lý, hoặc những người khác, hoặc bằng cách thức của bất kỳ hình thức doanh nghiệp hoặc hình thức khác, trong một công việc kinh doanh về cơ bản giống như, hoặc cạnh tranh với công việc kinh doanh hiện tại của Công ty hoặc hoạt động kinh doanh khác trong đó Công ty có thể tham gia về cơ bản trong thời hạn thuê lao động.

For good consideration and as an inducement for Company to employ Employee, Employee agrees that during his/her employment with Company and if this Labor Contract is terminated for any cause, Employee shall not, for a period of 12 months after termination of this Labor Contract, engage directly or indirectly, either personally or as an employee, associate partner, partner, manager, agent, or otherwise, or by means of any corporate or other device, in a business substantially similar to, or competitive with, the present business of Company or such other business activity in which Company may substantially engage during the term of employment.

2. Điều khoản Không công khai thông tin

Non -Disclosure Clause

Người lao động sẽ tuân thủ việc không công khai thông tin theo một hợp đồng bảo mật (“**Hợp đồng Bảo mật**”) được ký riêng rẽ giữa Người lao động và Công ty và tạo thành một phần của Hợp đồng Lao động này.

Employee shall comply with the non-disclosure of information in accordance with a confidentiality agreement (the “Confidentiality Agreement”) to be separately entered into by Employee and Company which forms an integral part of this Labour Contract.

3. Chi phí đào tạo và đi lại

Training and Trip Expenses

Công ty có thể phân công Người lao động làm việc bên ngoài để đào tạo hoặc tham gia bất kỳ khóa đào tạo nào, Người lao động được yêu cầu ký một cam kết về đào tạo. Nếu sau đó Người lao động chấm dứt việc làm với Công ty trong thời gian được ấn định (02 năm hoặc nhiều hơn tùy thuộc vào thời hạn và khoảng cách đào tạo của Người lao động, cộng với bất kỳ thời gian bổ sung nào mà Người lao động cam kết ở lại với Công ty), Người lao động được yêu cầu bồi hoàn cho Công ty chi phí đào tạo và đi lại theo tỷ lệ được tính từ ngày bắt đầu việc đào tạo của Người lao động. Người lao động bằng Hợp đồng Lao động này cho phép Công ty để thu lại khoản bồi hoàn theo quy định của luật bằng cách:

(a) từ lương hàng tháng của Người lao động hoặc khoản thanh toán sau cùng của Người lao động hoặc

(b) thông qua hành động pháp lý đối với các khiếu nại của Người lao động.

Ngoài ra, bất kỳ chi phí pháp lý nào kể cả chi phí pháp lý nào phát sinh từ các khiếu nại nêu trên sẽ do Người lao động gánh chịu.

Company may assign Employee to work outside for training or join any training course, Employee is required to sign an undertaking on training. If then Employee terminates the employment with Company within the time specified (02 years or more depending on the duration and distance of Employee's training, plus any further time Employee commits to stay with Company), Employee is required to reimburse Company the training and trip expenses on pro-rated basis counted from the date of commencement of Employee's training. Employee hereby authorizes Company to collect the reimbursement in accordance with the laws either:

(a) from Employee's monthly salary or Employee's last payment; or

(b) through legal action on Employee's claims.

In addition, any expenses including legal charges resulted from the above claims will be borne by Employee.

4. Bồi hoàn

Indemnity

Người lao động cam kết rằng Người lao động sẽ bồi hoàn một cách đầy đủ và giữ cho Công ty không bị thiệt hại từ và chống lại bất kỳ và tất cả các khiếu nại, yêu cầu, phí tổn, chí phí, thiệt hại, vụ kiện, phán quyết, hoặc trách nhiệm pháp lý các loại phát sinh trực tiếp hoặc gián tiếp từ hành vi hoặc lỗi của Người lao động đối với bất kỳ điều khoản và điều kiện nào của Hợp đồng Lao động này hoặc bất kỳ tài liệu có liên quan nào của Hợp đồng Lao động; trừ khi hành vi hoặc lỗi của Người lao động nêu trên là theo lệnh của Công ty.

Employee undertakes that he/she will fully indemnify and hold Company harmless from and against any and all claims, demands, costs, expenses, damages, suits, judgments, penalties or liabilities of any kind arising directly or indirectly out of the act or default of Employee of any terms and conditions of this Labor Contract or any related documents thereto; unless such act or default of Employee is dictated by Company.

5. Phát minh của Người lao động

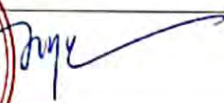
Employee's inventions

Các phát minh do Người lao động tạo ra tại nơi làm việc của Công ty hoặc bất kỳ công ty liên kết nào khác của Công ty và/hoặc tại bất kỳ địa điểm nào trong suốt quá trình làm việc với Công ty sẽ là tài sản của Công ty.

For inventions made by Employee in the working areas of Company or any other affiliated company of Company and/or in any locations during his/her employment with Company will be property of Company.



ANNEX V: BUDGET

Name	DINH THI NGUYEN PHUONG
Position	Business Development and Recruitment Manager
Signature	
Date	June 14 th , 2021



Global price: [EUR] <113.580> (VAT¹ Excluded)

Description	Maximum Total price [Euro] VAT Excluded
AID 11121 – VIETNAM - N. 2 –Liaison Officers - N. 1- Translator/Administrative Assistant - N. 1- Driver Logistician	EUR 113.580 TOTAL AMOUNT OF THE ECONOMIC OFFER ANNEX V.A Maximum value: EUR 165.000

¹ VAT, Commercial Tax or other similar due taxes.



ANNEX V.A- BUDGET AID 11121

1. Selection/recruitment of staff to be outsourced

Staff to be outsourced	Selection/recruitment Total price (lump sum) (EUR)
AID 11121 – VIETNAM <ul style="list-style-type: none"> - N. 1 - Liaison Officers – DEPT SWAP - N. 1 - Translator/Administrative Assistant <i>[+ possible replacement of outsourced staff]</i>	<i>EUR 3.930</i> <i>Maximum Value: 4.000 Euro</i>

Lump sum, to be paid at the end of the selection/recruitment process, after AICSY selection of the shortlisted candidates. Relevant communication between AICSY and the outsourcing company regarding the selection/recruitment process shall be attached to the relevant invoice.

2. Hiring/employment of staff to be outsourced

Staff to be outsourced	Hiring/employment Total price (lump sum) (EUR)
AID 11121 – VIETNAM <ul style="list-style-type: none"> - N. 2 - Liaison Officers - N. 1 - Translator/Administrative Assistant - N. 1- Driver Logistician <i>[+ possible replacement of outsourced staff]</i>	<i>10% on Monthly Gross Salary</i> <i>EUR 686</i> <i>Maximum value: EUR 2.000</i>



All administrative costs related to contract drafting, subscription, registration to relevant authorities as per Vietnamese legislation shall be included.

Lump sum, to be paid after the subscription of the employment contracts between the outsourcing company and the outsourced staff. Such contracts shall be attached to the relevant invoice.

3. Contract management of outsourced staff

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 (not exceeding 20% of Monthly Gross salary – B) (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 11121 – Liaison Officer – DEPT SWAP	12	EUR 1.200 (net salary)* <i>Gross Salary: EUR 1.447</i> <i>Gross Salary + Cost of Social Security (the monthly amount multiplying the net salary for the percentage of taxation/social security):</i> <i>EUR 1701</i>	EUR 217	EUR 1.918	EUR 23.016



AID 11121 – Liaison Officer - WASH	<p>12</p>	<p>EUR 1.900 (net salary)* <i>Gross Salary: EUR 2.375</i> <i>Gross Salary + Cost of Social Security (the monthly amount multiplying the net salary for the percentage of taxation/social security):</i> <i>EUR 2.638</i></p>	<p><i>EUR 356</i></p>	<p><i>EUR 2994</i></p>	<p><i>EUR 35.928</i></p>
AID 11121 – Translator/Ad ministrative Assistant	<p>12</p>	<p>EUR 1.500 (net salary)* <i>Gross Salary: EUR 1.840</i> <i>Gross Salary + Cost of Social Security (the monthly amount multiplying the net salary for the percentage of taxation/social security):</i> <i>EUR 2.098</i></p>	<p><i>EUR 276</i></p>	<p><i>EUR 2.374</i></p>	<p><i>EUR 28.488</i></p>



AID 11121 – Driver/Logistici an	12	EUR 1.000 (net salary)* <i>Gross Salary: EUR 1.197</i> <i>Gross Salary + Cost of Social Security (the monthly amount multiplying the net salary for the percentage of taxation/social security): EUR 1.448</i>	<i>EUR 217</i>	<i>EUR 1 665</i>	<i>EUR 19.980</i>
TOTAL					EUR 107.412

Payments will be done on monthly basis.

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, contributions and the relevant management fee.

An invoice shall be done each month. 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.

4. Medical check-up

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

Staff to be outsourced	N. of staff considered	Unit price (EUR)	Total price (reimbursement) (EUR)

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
www.yangon.aic.gov.it



	A	B	C=A*B
AID 11121 – VIETNAM	<i>n. 4 people</i>	<i>EUR 50</i>	<i>EUR 200</i>
<ul style="list-style-type: none"> - N. 2 - Liaison Officers - N. 1 - Translator/ Administrative Assistant - N. 1- Driver Logistician <p><i>[+ possible replacement of outsourced staff]</i></p>			<i>Maximum Value: 500 Euro</i>

Reimbursement of medical check-up costs to the service provider shall be made upon submission of Fit-for-employment certificates of the outsourced staff considered. Such certificates shall be attached to the relevant invoice.

5. Insurance

The Service Provider shall 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 relevant employment contracts.

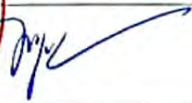
Staff to be outsourced	N. of staff considered	Unit price (EUR)	Total price (reimbursement) (EUR)
	A	B	C=A*B
AID 11121 – VIETNAM	<i>n. 4 people</i>	<i>Health+Accident at work Insurance for 12 months</i>	<i>EUR 1.352</i>
<ul style="list-style-type: none"> - N. 2 - Liaison Officers - N. 1 - Translator/ Administrative Assistant - N. 1- Driver Logistician 		<i>EUR 338</i>	<i>Maximum Value: 5.000 Euro</i>
		<i>Based on Gross Salary and from time to time</i>	



Reimbursement of insurance costs to the service provider shall be made upon submission of Insurance proof of subscription and payment of policies for the outsourced staff considered. Such documents shall be attached to the relevant invoice.

6. Total amount of the Economic Offer – AID 11121

Item	Description	Amount [Euro]
1	Selection/recruitment of staff to be outsourced	3.930
2	Hiring/employment of staff to be outsourced	686
3	Contract management of outsourced staff	107.412
4	Medical Check-up	200
5	Insurance	1.352
	TOTAL AMOUNT OF THE ECONOMIC OFFER – AID 11121	113.580 <i>[Maximum Eur 165.000,00]</i>

Name	DINH THI NGUYEN PHUONG
Firm and Position	PERSOLKELLY VIETNAM Business Development & Recruiting Manager
Signature	
Date	June 14 th , 2021

MYANMAR – YANGON OFFICE
41-27 Inya Myalng, Shwe Taung Gone
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www.yangon.alcs.gov.it



FINANCIAL IDENTIFICATION

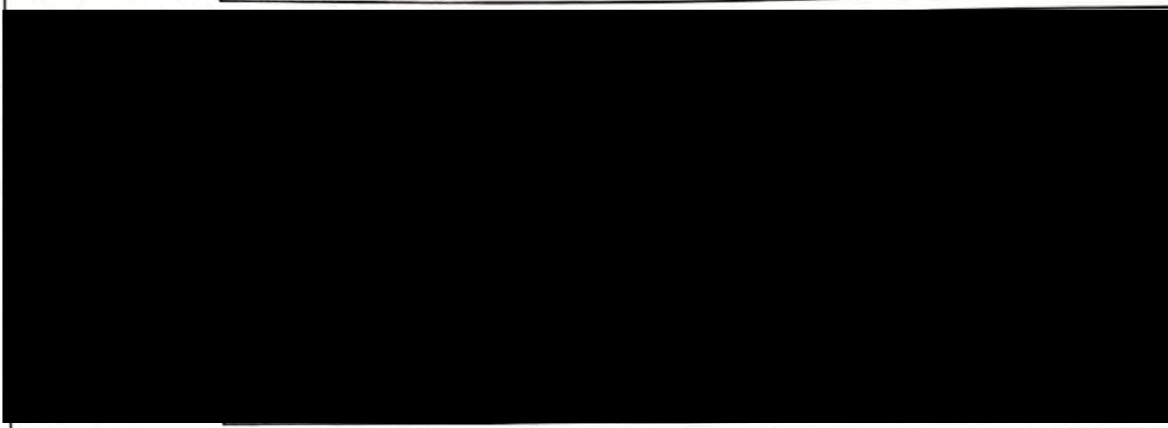
PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

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

BANKING DETAILS ①

ACCOUNT NAME ②



ACCOUNT HOLDER'S DATA

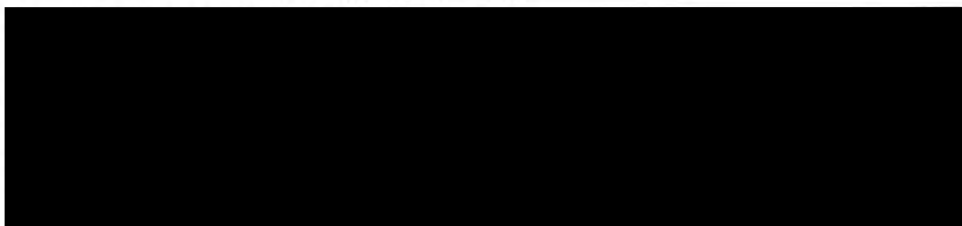
AS DECLARED TO THE BANK

ACCOUNT HOLDER

STREET & NUMBER

TOWN/CITY

COUNTRY



REMARK



BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤



DATE (Obligatory)

June 14th, 2021

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.