



SERVICE CONTRACT

LOCALLY CONTRACTED EXPERT - 03/2024

1. The Transport Community, represented by the Permanent Secretariat of the Transport Community ('the Contracting Authority') represented for the purposes of signing this contract by Mr Matej Zakonjšek, Director of the Permanent Secretariat of the Transport Community,

on one part, and

2. [Full official name/ name and surname]

If applicable: [Official legal form]

[Statutory registration number or ID or passport number]

[Full official address]

[VAT registration number]

('the Expert'), represented for the purposes of the signature of this contract by [name, surname],

on the other part,

whereas the Contracting Authority has accepted the Contractor's Tender for engagement of Locally contracted expert on legal aspects of homologation of motor vehicles

HAVE AGREED

I.1 Subject of the Contract

- a) The subject of this Contract is engagement of local contracted expert assessment of the options for the upgrade of the Transport Observatory/ Database Information System (TODIS) and preparation of Technical Specifications.
- b) The purpose of this Contract is performance of the assignment described in "Terms of Reference" by the Expert, which forms an integral part of this Contract. The assignment will be performed from ... September 2024 - November 2024.
- c) TCT Secretariat can without reimbursement of any cost to the Expert postpone the execution of the contract, if required by unforeseen circumstances. In the case of postponement, the new implementation dates shall be agreed by the Parties.

I.2 Remuneration, reporting and invoicing

a) In consideration of the satisfactory performance by the Expert, and upon receipt of the corresponding timesheet, invoice(s) and report(s), and other deliverables envisaged by Terms of Reference, bearing the Contract reference, TCT Secretariat shall pay the Expert as follows:

- Fees: Up to a maximum of 33 expert days or 264 working hours at € xxx.00 per day (8 working hours).

The total amount that shall be paid from this Contract is up to: € 20.000.

Fees will be paid upon the successful completion of the task(s) described in Terms of Reference within 30 days of submission of accepted invoice and other supporting documents. Besides the fee, no other costs shall be covered by TCT Secretariat. If the performance of the assignment requires so, the Expert shall organize and cover costs of travel, accommodation, meals, and other related expenses.

b) By way of signature of this Contract, the Expert accepts that he/she himself/herself is responsible for covering the insurance for travel and other related accidents, injuries, harm, loss or damage that may be suffered by the Expert during the missions undertaken under this Contract, irrespectively of the means of transportation to be used. The same applies to any other insurance for the Expert's own personal effects and property as well as his/her own health insurance. No such costs will be covered by TCT Secretariat. By way of signature of this contract, TCT Secretariat is released from any kind of responsibility for injury, harm, loss or other damage related to the participation at the TCT Secretariat activity and travel to the place where the activity is organized.

c) The Expert shall prepare the report in English language (TCT Secretariat working language) and submit electronically to TCT Secretariat, not later than 15 days upon the completion of the assignment. If the expert fails to submit the report, the invoice and other supporting documents within the abovementioned deadline, then TCT Secretariat reserves the right to decrease the overall payment by 3% for each day of delay.

d) The timesheet must be submitted to TCT Secretariat for approval.

e) TCT Secretariat is exempt from all taxes and dues, including value added tax on the territory of the Republic of Serbia, pursuant to the provisions of Article 10 of the Agreement between the Republic of Serbia and the Transport Community regarding the seat of the Permanent Secretariat of the Transport Community.

Payments must be made to the Expert's bank account denominated in Euro, identified as follows:

Name of bank: [Full name]

Full address of branch: [Full address]

Exact denomination of account holder: [Full name]

Full account number including bank codes: [Full number]

[IBAN code:] [Code]

I.3 Payment terms

- a) Payments will be made by bank transfer, in the currency EURO, in the bank account indicated by the expert at the Invoice. The account shall be owned by the expert himself/herself.
- b) The sum specified in Article 2 above covers all costs and expenses in respect of the performance of the assignment by the Expert.
- c) If the indicated bank account is outside Serbia, the cost of the transaction will be shared between TCT Secretariat and the expert.

I.4 Intellectual property rights

- a) The Expert hereby declares having all rights and full authority to enter into this Contract and to be in possession of all licenses, permits and property rights (including intellectual property rights), necessary for the performance of this Contract.
- b) The copyright and any other intellectual property rights arising from the assignment carried out in performance of this Contract, including the intermediate and final results thereof, shall vest in TCT Secretariat as the assignment is created, or, if such rights may not legally be vested in TCT Secretariat, be assigned by the Expert to TCT Secretariat on a free and perpetual basis.
- c) The Expert undertakes not to use the assignment for any purpose whatsoever that is not directly necessary to the performance of the Contract, except with the prior written consent of TCT Secretariat.
- d) The Expert shall not transfer to any third party any rights or obligations under this Contract, in whole or in part, or subcontract any part of the assignment, except with the prior written consent of TCT Secretariat.
- e) The Expert shall be solely liable for and shall indemnify, defend and hold TCT Secretariat and its personnel harmless from and against any and all claims, losses, damage, costs or liabilities of any nature whatsoever, including those of third parties, arising directly or indirectly out of or in connection with the Expert's performance or breach of this Contract.

I.5 Insurance and data protection

- a) The Expert shall maintain throughout the duration of the Contract, and as necessary thereafter, adequate insurance to cover the risks and liabilities associated with the Contract.
- b) The Expert commits to treat all data and documents and other facts that were made available to the Expert, during the assignment and in relation to the assignment, with full confidentiality and shall not disclose any data (including personal data) and related documents to any third party.
- c) The data controller is the Permanent Secretariat of the Transport Community.

I.6 Compliance of the expert with the respective legal requirements

- a) The Expert shall ensure possession of valid passport and the necessary visa or other authorizations to enable the Expert to travel as necessary for the assignment. The Expert shall reimburse TCT Secretariat for any costs incurred as a consequence of non-compliance with this obligation.
- b) TCT Secretariat disclaims any responsibility in regard to alignment of engagement of the Expert and national legal requirements in the country of Expert's origins. It is responsibility of the Expert to secure that the Expert's engagement with TCT Secretariat is in line with the national legal requirements in the country of Expert's origins.

I.7 Performance evaluation

- a) The Expert acknowledges that TCT Secretariat will evaluate the performance of the Expert. The evaluation shall consist of input from the evaluation forms filled in by the participants of activities and events conducted by TCT Secretariat, for which the Expert was engaged, if applicable, and qualitative assessment of the performance of the Expert given by the responsible TCT Secretariat staff.
- b) Notwithstanding Article I.2, the Expert agrees that TCT Secretariat may, based on negative evaluation results, decide to decrease or to withhold payment to the Expert.
- c) The evaluation points will have the range between 1 (minimal) and 5 (maximum). If the average evaluation result is between 1 and 2, the performance shall be deemed unsatisfactory and the payment of fee will be rejected. If the average evaluation result is between 2 and 3, the performance shall be deemed partly satisfactory and the payment of fee will be decreased by 30%.
- d) In the event of unsatisfactory performance of the Contract or failure by the Expert to comply with any obligations under this Contract, TCT Secretariat reserves the right to terminate this Contract without any prior notice or indemnity and demand repayment of any sums already paid to Expert, without prejudice to any other rights or remedies to which TCT Secretariat may be entitled.

I.8 Everlasting clauses

Provisions of this Contract which, by their nature, should remain in effect beyond the termination or expiry of the Contract, in particular, without limitation, obligations under Article I.4 and Article I.5.b, shall survive without any time limit.

I.9 Dispute resolution

- a) Given the status of TCT Secretariat as an international organization, the Parties specifically agree that the rights and obligations shall be governed exclusively by the terms and conditions of the present Contract and other relevant TCT Secretariat rules that may be applicable.
- b) Any dispute arising out of the interpretation or implementation of this Contract, which cannot be settled by mutual agreement, shall be referred for decision to an arbitrator chosen by agreement between TCT Secretariat and the Expert or, failing such agreement on the choice of the arbitrator within three months of the request for arbitration, to an arbitrator appointed by the TCT Secretariat Regional Steering Committee at the request of either Party. The decision of the arbitrator shall be final and not subject to appeal. The arbitration shall be conducted in English and shall take place in Belgrade, Serbia.

I.10 No waiver

Nothing in this Contract shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of TCT Secretariat, accorded to TCT Secretariat pursuant to the TCT Secretariat Agreement and the Host Country Agreement.

I.11 Amendments

This Contract may be modified or supplemented only by a written amendment signed by an authorized representative of each Party.

This Contract shall enter into force on the later date of signature by the Parties.

I.12 FORCE MAJEURE

If unanticipated events beyond the reasonable control of the parties (including, but not limited to: natural disaster; wars; government regulations in effect that would prevent the Expert from commencing as contracted; terrorist attacks) any of which make it illegal or impossible to perform under this Agreement, the affected party may terminate this Agreement, without liability, upon providing written notice to the other party.

SIGNATURES

The Expert

[*name/surname/position*]

Signature: _____

Done in, *date*:

In duplicate in English.

For the Contracting Authority,

Matej Zakonjšek, Director

Permanent Secretariat of the Transport
Community

Signature: _____

Done in Belgrade, *date*: