

# DRAFT FRAMEWORK AGREEMENT

## FOR THE PROVISION OF SERVICES

**“National Coordinator for Local Water Security Action Planning for Improved Water Management in Tunisia”**

## RELATED TO THE PROJECT

**“Sustainable Use of Trans boundary Water Resources and Water Security Management (WATER SUM)”**

Agreement number: [number]

**This Framework Agreement (the “Agreement”) is made by and between:**

**The Regional Environmental Center for Central and Eastern Europe**, having its registered seat at AdyEndreút 9-11, H-2000 Szentendre, Hungary (hereinafter referred to as "REC"), duly represented by Ms. Marta Szigeti Bonifert, Executive Director

on the one part, and

xxx (hereinafter referred to as "Contractor"), duly represented by Mr. xxx, Director

on the other part,

The REC and Contractor are hereinafter jointly referred to as “Parties” and individually as “Party”

HAVE AGREED

the Special Conditions, the General Conditions and the following annexes:

<b>Annex I</b>	Contractor’s Task Sheet
<b>Annex II</b>	Unit prices
<b>Annex III</b>	Framework Agreement Order Form

which form an integral part of this framework agreement (hereinafter referred to as “the Agreement”).

- The terms set out in the special conditions shall take precedence over those in the other parts of the Agreement.
- The terms set out in the general conditions shall take precedence over those in the annexes.
- The terms set out in the Annex I-IV shall take precedence over those of Annex V.

## **I. Special Conditions**

### **Article I.1 Subject**

- I.1.1 The subject of this Agreement is the provision of services of the “National Coordinator for Local Water Security Action Planning for Improved Water Management in Tunisia”.
- I.1.2 Signature of the Agreement imposes no obligation on the REC to purchase. Only implementation of the Agreement through order forms or specific contracts is binding on the REC.
- I.1.3 Once implementation of the Agreement has commenced, the Contractor shall provide the services in accordance with all terms and conditions of the Agreement.

### **Article I.2 Duration of the Agreement**

- I.2.1 This Agreement shall come into force on the date on which it is signed by the last contracting Party and continue in full force and effect until 31 March 2017 unless earlier terminated by either Party according to Art. I.7.
- I.2.2 Under no circumstances may implementation of the Agreement commence before the date on which the Agreement enters into force.
- I.2.3 Execution of the tasks may under no circumstances begin before the date on which the order form or specific contract enters into force. Order form or specific contract enter into force after signing by the Contractor.
- I.2.4 Instructions for each order form or specific contract will be defined in terms of reference.

### **Article I.3 Price**

- I.3.1 The overall value of this Agreement shall not exceed EUR 100,000 (one hundred thousand euros) including VAT.
- I.3.2 The maximum unit prices per unit categories for the services to be provided by the Contractor for the tasks 1-9 according to Annex I of the Agreement are defined in Annex II of the Agreement.

### **Article I.4 Payments**

- I.4.1 The Contractor shall submit a pro-forma invoice for an advance payment equal to 50% of the total amount referred to in each order form or specific contract.
- I.4.2 Upon completion of the tasks referred to in each order form or specific contract, the Contractor shall submit an admissible invoice for payment of the balance. The invoice shall be admissible if accompanied by the final report or deliverable in accordance with the instructions laid down in the relevant order form or specific contract.
- I.4.3 The REC shall have twenty (20) days from receipt of an invoice to approve or reject the final report or deliverables, and the Contractor shall have twenty (20) days in which to submit additional information or a new final report or deliverable if needed, at no additional cost for the REC.
- I.4.4 Provided the final report has been approved, the REC shall have thirty (30) days from the date of receipt of the relevant invoice to pay the balance.

### **Article I.5 Bank account**

Payment shall be made to the Contractor's bank account denominated in EUR identified as follows:

Name of the bank:	x
Address of branch in full:	x
Exact designation of account holder:	x
Full account number:	x
IBAN code:	x
SWIFT code:	x

### **Article I.6 General administrative provisions**

For the purpose of Art. II.2 communications shall be sent to the following addresses:

The REC	Contractor
Mr. Radoje Lausevic	Mr/Mrs/Ms [ <i>complete</i> ]
Project Director	[ <i>Function</i> ]
The Regional Environmental Center for Central and Eastern Europe	[ <i>Company name</i> ]
Ady Endre ut 9-11, 2000 Szentendre, Hungary	[ <i>Official address in full</i> ]
e-mail: RLausevic@rec.org	[ <i>e-mail: [complete]</i> ]

### **Article I.7 Termination of Agreement**

Either contracting Party may, of its own volition and without being required to pay compensation, terminate the Agreement by serving a one-month formal prior written notice. Should the REC terminate the Agreement, the Contractor shall only be entitled to payment corresponding to the part-performance of the services ordered before the termination date.

### **Article I.8 Governing Law and Dispute Resolution**

- I.8.1 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with UNCITRAL Conciliation Rules then obtaining, or according to such procedures as may be agreed between the Parties.
- I.8.2 Any dispute, controversy or claim between the Parties arising out of or relating to this Agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within (60) sixty days after receipt by one Party of the other Party's request for the amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**Article I.9 Privileges and Immunities**

Nothing in this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the REC.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

For the Regional Environmental Center for Central and Eastern Europe	xxx
Marta Szigeti Bonifert, Executive Director	Xx, Director
Signature: _____	Signature: _____
Done at [Szentendre, Hungary], [date]	Done at [Tunis, Tunisia], [date]

## **II. GENERAL CONDITIONS**

### **Article II.1 Performance of Agreement**

- II.1.1 The Contractor shall perform the Agreement to the highest professional standards. The Contractor shall be solely responsible for taking the necessary steps to obtain any permit or license required for performance of the Agreement under the laws and regulations in force at the place where the tasks assigned to it are to be executed.
- II.1.2 The Contractor must ensure that the personnel performing the Agreement possesses the professional qualifications and experience required for the execution of the tasks assigned to it.
- II.1.3 The Contractor shall neither represent the REC nor behave in any way that would give such an impression.
- II.1.4 The Contractor shall be solely responsible for its personnel who executes the tasks assigned to the Contractor. The Contractor shall stipulate the following employment or service relationships with its personnel:
- a. Personnel executing the tasks assigned to the Contractor may not be given orders directly by the REC;
  - b. The REC may not under any circumstances be considered to be the employer of the personnel referred to in point a. And the personnel shall undertake not to invoke against the REC any right arising from the contractual relationship between the REC and the Contractor.
- II.1.5 In the event of disruption resulting from the action of one of the Contractor's personnel working on the provision of services of the Agreement or in the event that the expertise of a member of the Contractor's personnel fails to correspond to the profile required by the Agreement, the Contractor shall replace him without delay. The REC shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel must have the necessary qualifications and be capable of performing the Agreement under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to it resulting from the replacement of personnel.
- II.1.6 Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the Contractor shall immediately and on its own initiative record it and report it to the REC on the date which it started the remedial action. The report shall include a description of the problem and an indication to ensure full compliance with its obligations under this Agreement. In such an event the Contractor shall give priority to solving the problem rather than determining liability.
- II.1.7 Should the Contractor fail to perform its obligations under the Agreement, the REC may - without prejudice to its right to terminate the Agreement - reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, REC may claim compensation or impose liquidated damages in accordance with Art. II.12.

### **Article II.2 Means of communication**

- II.2.1 Any communication relating to the Agreement or to its performance shall be made in writing and shall bear the Agreement number, order form number or specific contract number. Any communication is deemed to have been made when it is received by the receiving Party unless otherwise provided for in this Agreement.
- II.2.2 Electronic communication shall be deemed to have been received by the Parties on the day of dispatch of that communication provided it is sent to the addressees listed in Art. I.6. Without prejudice to the preceding, if the sending Party receives a message of non-delivery to or of absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other Party. Electronic communication shall be confirmed by an original

signed paper version of that communication if requested by any of the Parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

- II.2.3 Mail sent using the postal services is deemed to have been received by the REC on the date on which it is registered by the person referred to in Art. 1.6. Any formal notification shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

### **Article II.3 Liability**

- II.3.1 The Contractor shall be solely responsible for complying with any legal obligations incumbent on it.
- II.3.2 The REC shall not be held liable for any damage caused or sustained by the Contractor, including any damage caused by the Contractor to third parties during or as a consequence of performance of the Agreement, except in the event of willful misconduct or gross negligence on the part of the REC.
- II.3.3 The Contractor shall be held liable for any loss or damage sustained by the REC in performance of the Agreement, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the Agreement. Nevertheless, if the damage or loss is caused by the gross negligence or willful misconduct of the Contractor or of its personnel or subcontractors, the Contractor shall have unlimited liability for the amount of the damage or loss.
- II.3.4 The Contractor shall indemnify and hold the REC harmless for all damages and costs incurred due to any claim. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the REC by a third party as a result of damage caused by the Contractor during the performance of the Agreement.
- II.3.5 The Contractor shall take out an insurance policy against risks and damage relating to the performance of the Agreement, if required by the relevant applicable legislation. It shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the REC should it so request.

### **Article II.4 Conflict of Interest**

- II.4.1 The Contractor shall take all the necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and objective performance of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.
- II.4.2 Any situation constituting or likely to lead to a conflict of interest during the performance of the Agreement shall be notified to the REC in writing without delay. The Contractor shall immediately take all the necessary steps to rectify the situation. The REC reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.
- II.4.3 The Contractor declares that it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the Agreement.
- II.4.4 The Contractor shall pass on all the relevant obligations in writing to its personnel and to any natural person with the power to represent it or take decisions on its behalf and ensure that it is not placed in a situation which could give rise to conflicts of interest. The Contractor shall also

pass on all the relevant obligations in writing to third parties involved in the performance of the Agreement including subcontractors.

### **Article II.5 Confidentiality**

- II.5.1 The REC and the Contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the Agreement and identified in writing as confidential. The Parties shall:
- a. Not use confidential information and documents for any purpose other than fulfilling its obligations under the Agreement without prior written agreement of the other Party;
  - b. ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;
  - c. not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the other Party.
- II.5.2 The confidentiality obligation set out in Art. II.5.1 shall be binding on the REC and the Contractor during the performance of the Agreement unless:
- a. the disclosing Party agrees to release the other Party from the confidentiality obligation earlier;
  - b. the confidential information becomes public through other means than in breach of the confidentiality obligation, through disclosure by the Party bound by that obligation;
  - c. the disclosure of the confidential information is required by law.
- II.5.3 The Contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the Agreement, an undertaking that they will comply with the confidentiality obligation set out in Art. II.5.1.

### **Article II.6 Processing of personal data**

- II.6.1 Any personal data included in the Agreement shall be processed pursuant to the REC's internal rules on the protection of individuals with regard to the processing of personal data. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the Agreement.
- II.6.2 The Contractor shall have the right to access its personal data and the right to rectify any such data. The Contractor should address any queries concerning the processing of its personal data to the data controller.

### **Article II.7 Subcontracting**

- II.7.1 The Contractor shall not subcontract without prior written authorisation from the REC nor cause the Agreement to be de facto performed by third parties.
- II.7.2 Even where the REC authorises the Contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of this Agreement.
- II.7.3 The Contractor shall make sure that the subcontract does not affect rights and guarantees granted to the REC by virtue of this Agreement.

## **Article II.8 Amendments**

- II.8.1 Any amendment to the Agreement shall be made in writing before fulfilment of any new contractual obligations.
- II.8.2 The amendment may not have the purpose or the effect of making changes to the Agreement which might call into question the decision awarding the Agreement or result in unequal treatment of tenderers.
- II.8.3 An order form or a specific contract may not be deemed to constitute an amendment to the Agreement.

## **Article II.9 Assignment**

- II.9.1 The Contractor shall not assign the rights, including claims for payments, and obligations arising from the Agreement, in whole or in part, without prior written authorization from the REC.
- II.9.2 In the absence of such authorization, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the Contractor shall not be enforceable against the REC and shall have no effect on it.

## **Article II.10 Intellectual Property Rights**

Except to any extent that the Contractor has granted a license to the REC, the REC shall be entitled to all intellectual property, including without limitation copyrights, patents and trademarks, with regard to any products, documents or other materials related to, produced or collected pursuant to the Agreement. The Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the REC. This applies to results produced in the performance of the Agreement, but does not apply to pre-existing rights, i.e. any industrial and intellectual property rights, including background technology, which exist prior to REC or the Contractor ordering them for the purpose of the Agreement execution and include rights of ownership and use by the Contractor, the creator, REC and any third parties.

## **Article II.11 Force Majeure**

- II.11.1 'Force majeure' means any unforeseeable and exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.
- II.11.2 A Party faced with force majeure shall formally notify the other Party without delay, stating the nature, likely duration and foreseeable effects.
- II.11.3 The Party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the Contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.
- II.11.4 The Parties shall take all the necessary measures to limit any damage due to force majeure.

## **Article II.12 Liquidation damages**

The REC may impose liquidated damages should the Contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the tender specifications. Respective provisions for liquidation damages shall be stipulated in each order form and specific contract, if and when applicable.

## **Article II.13 Suspension of Performance of Agreement**

II.13.1 The Contractor may suspend the performance of the Agreement, a pending order form or specific contractor any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The Contractor shall inform the REC about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the Agreement. Once the circumstances allow resuming performance, the Contractor shall inform the REC immediately, unless the REC has already terminated the Agreement.

II.13.2 The REC may suspend the performance of the Agreement and a pending order form or specific contractor any part thereof:

- a. if the Agreement award procedure or the performance of the Agreement prove to have been subject to substantial errors, irregularities or fraud;
- b. in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.

Suspension shall take effect on the day the Contractor receives formal notification, or at a later date provided in the notification. The REC shall give notice as soon as possible to the Contractor to resume the service suspended or inform the Contractor that it is proceeding with the termination of the Agreement. The Contractor shall not be entitled to claim compensation on account of suspension of the Agreement, a pending order form or specific contractor of part thereof.

## **Article II.14 Termination of Agreement**

II.14.1 The REC may terminate the Agreement, a pending order form or specific contract in the following circumstances:

- a. if a change to the Contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the Agreement substantially or calls into question the decision to award the Agreement;
- b. if execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the REC;
- c. if the Contractor does not perform the Agreement as established in the tender specifications or fails to fulfil another substantial contractual obligation;
- d. in the event of force majeure notified in accordance with Art. II.11 or if the performance of the Agreement has been suspended by the Contractor as a result of force majeure, notified in accordance with Art. II.13, where either resuming performance is impossible or the modifications to the Agreement might call into question the decision awarding the Agreement or result in unequal treatment of tenderers;
- e. if the Contractor is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- f. if the Contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;

- g. if the Contractor is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the applicable law of this Agreement or those of the country where the Agreement is to be performed;
- h. if the REC has evidence that the Contractor or natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity;
- i. if the REC has evidence that the Contractor or natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the Agreement, including in the event of submission of false information;
- j. if the Contractor is unable, through its own fault, to obtain any permit or license required for performance of the Agreement.

II.14.2 When the REC intends to terminate the Agreement, a pending order form or specific contract, it shall formally notify the Contractor of its intention specifying the grounds thereof. The REC shall invite the Contractor to make any observations and, in the case of point (c) of Art. II.14.1, to inform the REC about the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification. If the REC does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any case of termination the REC shall formally notify the Contractor about its decision to terminate the Agreement. Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Agreement is received by the Contractor, or on any other date indicated in the letter of termination.

II.14.3 In the event of termination, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the Contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The Contractor shall have 60 days from the date of termination to draw up the documents required by the special conditions for the tasks already executed on the date of termination and produce an invoice if necessary. The REC may recover any amounts paid under the Agreement. The REC may claim compensation for any damage suffered in the event of termination. On termination the REC may engage any other Contractor to execute or complete the services. The REC shall be entitled to claim from the Contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the Agreement.

### **Article II.15 Reporting and payments**

II.15.1 Payments shall be deemed to be effected on the date when they are debited to the account of the REC.

II.15.2 The Agreement shall be in EUR. Payments shall be executed in EUR.

II.15.3 The costs of the transfer shall be borne in the following way:

- a. costs of dispatch charged by the bank of the REC shall be borne by the REC;
- b. cost of receipt charged by the bank of the Contractor shall be borne by the Contractor;
- c. costs for repeated transfer caused by one of the Parties shall be borne by the Party causing repetition of the transfer.

II.15.4 Invoices shall contain the Contractor's identification, the amount, the currency and the date, as well as the Agreement reference. Invoices shall indicate the place of taxation of the Contractor for value added tax (VAT) purposes and shall specify separately the amounts not including VAT and the amounts including VAT. The Contractor recognizes that the REC is exempt from VAT and will not pay any VAT or other locally applicable taxes.

- II.15.5 The REC may suspend the payment periods at any time by notifying the Contractor that its invoice cannot be processed, either because it does not comply with the provisions of the Agreement, or because the appropriate documents have not been produced. The REC shall inform the Contractor in writing as soon as possible of any such suspension, giving the reasons for it. Suspension shall take effect on the date the notification is sent by the REC. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the Contractor may request the REC to justify the continued suspension. Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, the REC reserves the right to terminate the Agreement in accordance with Art. II.14.
- II.15.6 The Contractor is not entitled to interest on late payment.

### **Article II.16 - Reimbursements**

The REC shall not reimburse any travel and subsistence expenses connected with execution of the tasks. All costs related to the performance of this Agreement are borne by the Contractor and included under the maximum total amount to be paid by the REC indicated in the Special Conditions of the Agreement.

### **Article II.17 Recovery**

- II.17.1 If an amount is to be recovered under the terms of the Agreement, the Contractor shall repay the REC the amount in question according to the terms and by the date specified in the debit note.
- II.17.2 If the obligation to pay the amount due is not honoured by the date set by the REC in the debit note, the amount due shall bear interest at the rate applied by the European Central Bank for its main refinancing operations in EUR (the reference rate), plus eight points. Interest on late payments shall cover the period from the day following the due date for payment, up to and including the date when REC receives full payment of the amount owed. Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.
- II.17.3 If payment has not been made by the due date, the REC may, after informing the Contractor in writing, recover the amounts due by offsetting them against any amounts owed to the Contractor by the REC.

### **Article II.18 Checks and Audits**

- II.18.1 The REC may check or have an audit on the performance of the Agreement. It may be carried out either directly by its own staff or by any other outside body authorized to do so on its behalf. Such checks and audits may be initiated during the performance of the Agreement from entry into force of the Agreement up to five years after payment of the balance of the last implementation. The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the REC. Audits shall be carried out on a confidential basis.
- II.18.2 The Contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorized by national law and under the conditions laid down therein, for a period of five years which starts running from the date of payment of the balance.

- II.18.3 The Contractor shall allow the staff of the REC and outside personnel authorized by REC the appropriate right of access to sites and premises where the Agreement is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The REC shall inform the Contractor of a check or audit with a prior notice of 30 days and the Contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.
- II.18.4 On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the Contractor, which shall have 30 days following the date of receipt to submit observations. The final report shall be sent to the Contractor within 60 days following the expiry of that deadline. On the basis of the final audit findings, the REC may recover all or part of the payments made and may take any other measure which it considers necessary.

## Annex I: Contractor's Task Sheet

1. Support the work of project team and Local Water Security Action Planning (LWSAP) coordinators, one in each selected local authority in Tunisia, support LWSAP development and implementation according to the REC's Methodology guidelines and implementation of pilot projects in the following selected local authorities:
  - a. Nefza delegation,
  - b. Bir Mcherga delegation,
  - c. Matmata delegation,
  - d. Sidi Ali Ben Aoun Delegation.
2. Engage one person to be responsible for provision of technical and narrative reports regarding implemented activities and maintaining of continues communication with the REC, provide technical and administrative support through the overall implementation of the activities, facilitate communication in Arabic;
3. Ensure LWSAP documents are developed and adopted by the local authority following REC Methodology guidelines;
4. Ensure investment projects are developed, tendered and implemented, one per each local authority;
5. Provide ca. 25m<sup>2</sup> of its furnished office space for the activities mentioned above and cover all related cost for its maintenance for a period of validity of the Agreement;
6. Provide support in project related communication with relevant authorities in selected delegations in Tunisia;
7. Provide support in further tailoring methodology for local water security action planning to fit local needs and translate it into Arabic;
8. Engage experts to assist local authorities in Tunisia, according to the needs, to support local water security action planning;
9. Support the establishment of Water, Growth and Stability Initiative and enable inputs from national and local level in Tunisia to support MENA regional cooperation and identification of viable tools and solutions.

## Annex II: Unit prices

Unit category / type	Unit	Unit Amount (EUR)
<b>1. Staff</b>		
Project Manager	Days	300
Documentation and M&E officer	Days	250
Finance officer	Days	200
International Consultants	Days	450
Local coordinators	Days	200
<b>TOTAL STAFF COSTS</b>		
<b>2. Travel and Transport</b>		
International and Regional Travels		
Travel	TKT	600
Accommodation and DSA	Night	160
In-Country Travel		
Car usage /petrol	Trip	70
Accommodation	Night	100
<b>3. Office operation costs</b>		
Office Supplies	Month	200
Communications	Month	200
<b>4. Contractual/Sub-Awards</b>		
Local consultants	Day	200
Regional/International consultants	Day	300
Contracting the local coordinator in up to four municipalities	Month	500
Translation (English-Arabic-English)	Page	20

### Annex III: Framework Agreement Order Form

Framework Agreement [*ref number*] for the provision of services of the “Regional Coordinator for Local Water Security Action Planning for Improved Water Management in Selected Countries of the MENA Region”, related to the project “Sustainable Use of Trans boundary Water Resources and Water Security Management (WATER SUM)”

<b>Order Form Number</b>	<b>1</b>				
<b>Task Sheet Reference</b>	<b>[1 to 9]</b>				
<b>Title of Task</b>					
<b>Period Covered by Task Sheet</b>					
<b>Services</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total (in EUR)</b>		
Total Cost of Task (in EUR)					
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;">                 The REC                  Mr. Radoje Lausevic                  Project Director                  The Regional Environmental Center for Central and Eastern Europe                  AdyEndreut 9-11, 2000 Szentendre, Hungary                  e-mail: rlausevic@rec.org                  Signature:                   Done at [Szentendre, Hungary], [date]             </td> <td style="width: 50%; vertical-align: top;">                 Contractor                  Mr/Mrs/Ms [<i>complete</i>]                  [<i>Function</i>]                  [<i>Company name</i>]                  [<i>Official address in full</i>]                  [<i>e.mail: [complete]</i>]                  Signature:                   Done at [place] [date]             </td> </tr> </table>				The REC Mr. Radoje Lausevic Project Director The Regional Environmental Center for Central and Eastern Europe AdyEndreut 9-11, 2000 Szentendre, Hungary e-mail: rlausevic@rec.org Signature:  Done at [Szentendre, Hungary], [date]	Contractor Mr/Mrs/Ms [ <i>complete</i> ] [ <i>Function</i> ] [ <i>Company name</i> ] [ <i>Official address in full</i> ] [ <i>e.mail: [complete]</i> ] Signature:  Done at [place] [date]
The REC Mr. Radoje Lausevic Project Director The Regional Environmental Center for Central and Eastern Europe AdyEndreut 9-11, 2000 Szentendre, Hungary e-mail: rlausevic@rec.org Signature:  Done at [Szentendre, Hungary], [date]	Contractor Mr/Mrs/Ms [ <i>complete</i> ] [ <i>Function</i> ] [ <i>Company name</i> ] [ <i>Official address in full</i> ] [ <i>e.mail: [complete]</i> ] Signature:  Done at [place] [date]				