MonteAqua

SERVICE CONTRACT FOR MONTEAQUA 1.30. LOCAL EXPERT WORKSHOP "CITES" (A4.3) AND 1.35. LOCAL EXPERT MARINE POLLUTION (A5.3.2)

FINANCED FROM THE MNE-17/0004 GRANT AGREEMENT

(Budget lines 1.30. Local Expert Workshop "CITES" (A4.3) and 1.35 Local expert Marine pollution (A5.3.2))

University of Montenegro, Institute for Marine Biology, Dobrota b.b. P.O.Box 69, 85330 Kotor, Montenegro

('the Contracting Authority'),

of the one part,

and

Milica Mandić [redacted] Montenegro

('the Contractor')

of the other part,

have agreed as follows:

PROJECT "Marine Biodiversity Conservation Center "Boka Aquarium" (MonteAqua)" (MNE-17/0004)

CONTRACT TITLE 1.30. LOCAL EXPERT WORKSHOP "CITES" (A4.3) AND 1.35. LOCAL EXPERT MARINE POLLUTION (A5.3.2)

Identification number 005-MA/2018: 1.30, 1.35

(1) Subject

1.1 The subject of this Contract is services of MONTEAQUA 1.30. LOCAL EXPERT WORKSHOP "CITES" (A4.3) AND 1.35. LOCAL EXPERT MARINE POLLUTION (A5.3.2), done in Kotor, Montenegro with identification number 005-MA/2018: 1.30, 1.35 ('the services').

1.2 The contractor shall execute the tasks assigned to her in accordance with the Terms of Reference annexed to the Contract (Annex II)

(2) Contract value

This Contract, established in Euro, is a global price contract. The contract value is EUR 2,860.

(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;
- Special conditions
- the General Conditions (Annex I);
- the Terms of Reference (Annex II)

These above listed documents make up the contract. They 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.

(5) Other specific conditions applying to the Contract

Done in English in two originals: one original for the Contracting Authority and one original for the Contractor.

For the Contractor		**For the Contracting Authority**	
Name:	Milica Mandić	Name:	Prof. dr Danilo Nikolić
Title:	Expert	Title:	Rector
Signature:		Signature:	
Date:	03.07.2018	Date:	12.07.2018.

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 Contracting Authority contact person for this contract is:

Dr. Radoje Laušević, MonteAqua Project Manager
Dobrota b.b. P.O.Box 69, 85330 Kotor, Montenegro
Fax No: +382 32 334 570
E-mail: radoje.lausevic@gmail.com

Contractor contact is:
Milica Mandić
Tel: +382 69 264 793
E-mail: mamilica@ac.me

Main communication channel for this contract will be E-mail.

Article 7 General Obligations

7.8 In presenting results and/or products of this contract Contractor need to follow minimum obligation towards visibility. The following sentence need to be used: "This project is financially supported by The University of Montenegro, Institute of Marine Biology from the Grant provided by The Royal Norwegian Embassy in Belgrade / Realizaciju projekta finansijski je podržao Univerzitet Crne Gore, Institut za biologiju mora iz granta koji je obezbijedila ambasada Kraljevine Norveške u Beogradu"

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be12 June 2018.
19.2 The period for implementing the tasks is 11 months from the start date.

Article 26 Interim and Final Reports

26.1 The Contractor shall submit Inception Report, Interim report, Draft final report and Final report as specified in the Terms of Reference.

Article 27 Approval of Reports and Documents

27.5 The Contracting Authority shall, within 15 days of receipt, notify the Contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the Contracting Authority does not give any comments on the documents or reports within the time limit, the Contractor may request written acceptance of them. The documents or reports shall be deemed to have been

approved by the Contracting Authority if it does not expressly inform the Contractor of any comments within 30 days of the receipt of the report.

Article 29 Payment and interest on late payment

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

Month		EUR
1	**Maximum Pre-financing payment**[1]	Not applicable
6	Interim payment	40% of the contract value
14	Final payment	60 % of the contract value
	Total	2,860

By derogation, the payments to the Contractor of the amounts due under interim and final payments shall be made within 30 days after receipt by the Contracting Authority of an invoice and of the reports, subject to approval of those reports in accordance with Article 27 of the General Conditions.

29.3 By derogation from Article 29.3 of the General Conditions, once the deadline set in Article 29.1 has expired, the Contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions submitted the demand must be submitted within two months of receiving late payment.

29.5 Payments will be made in Euro in accordance with Articles 20.6 and 29.4 of the General Conditions into the bank account notified by the Contractor to the Contracting Authority.

Article 30 Financial Guarantee

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

Article 40 Settlement of disputes

40.4 Any dispute arising out of or relating to this Contract which cannot be settled otherwise shall be settled in accordance with the national legislation of the state of the Contracting Authority.

Article 42 Data Protection

The Contractor must ensure data protection rules are applied. Data protection rules are those followed by the institutions of Norway and/or the European Union.

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[1] The Contractor is not obliged to ask for pre-financing.