#### **Short Term Consultant Contract**

On xxxxx between

File No.:

BASREC's ExCOM C/0 Energistyrelsen Amaliegade 44 1256 København K

EAN-Lokationsnummer 5798000020009

And XXX

Cvr:

Date

# I The Parties

 Baltic Sea Regional Energy Cooperation's Executive Committee (hereinafter "ExCom"), as the Client, and XXXX (hereinafter <>) as the Contractor (hereinafter "the Parties").

# II Recitals

2. Whereas the ExCom wishes to contract <> to accomplish the assignment yyyyy >.

# III Objectives of the Contract

3. The contractor shall assume the duties and obligations specified in the attached Terms of Reference (proposal for a work or activity plan) and a budget (Annex A, B etc.), which forms an integral part of this contract.

- 4. The Contractor's tender/proposal, dated <>, The proposal goes further into detail with (very short) .....
- 5. The contractor's budget proposal is enclosed in Annex ?
- 6. The contract starts <> and concludes <>.

#### IV Personnel

5. The responsible project manager is <>.

The daily management is accomplished by <>

In addition, the following consultants are attached to the assignment <> as stated in the tender.

6. Any changes in personnel cannot take place without prior agreement.

### V Budget

- Payments for consultant services based on time spent according to Terms of reference/proposal, agreed daily rate and reimbursable costs cannot exceed <EURO > exclusive VAT without prior agreement.
- 8. It is the sole responsibility of the Contractor to pay for all taxes, social security contributions, medical insurance premiums, legal responsibility insurance, secretary assistance, photocopies, other kinds of office expenses and other mandatory expenses, which arise as a result of this contract.

- 9. For the use of cost reporting invoices shall specify the duration of the work period, agreed daily rate and reimbursable expenses.
- 10. Regarding the disbursement invoices are payable 30 days of the date of receipt. Generally payment of 40 % of the overall budget will be made when the contract has been signed, 45 % of the overall budget will be made after the approval of the midterm report by the ExCom after hearing the GSEO. A 10 % of the overall budget can be reserved for force majeure. Payment of the final 15 % of the overall budget plus the reservation for force majeure will be made upon the approval of the final report and the final accounts by the ExCom after hearing the GSEO.
- 11. The final accounts shall follow the budget lines stipulated in Annex ? to this contract. If the accounts include reimbursable expenses, a certified auditor shall audit the accounts.

# VI General Conditions

- 12. The Contractor undertakes the assignment in accordance with the best professional practices and any particular instructions given by the ExCom with respect to the work specified within Terms of Reference (Annex A).
- The contractor agrees to observe and respect the laws in force in the country, where the Contractor carries out the duty.
- 14. The ExCom's project manager is > lead country <.
- 15. The Contractor's employees observe full confidentiality of any information related to this contract regarding the Client. When the contract concludes, any sources or data given by the Client must be returned.

# V Miscellaneous conditions

- 16. The Client possesses the copyright of any material produced by the Contractor under this contract.
- 17. The Client is entitled to terminate the contract without further notice. In the event of termination the Contractor is entitled to payment of fees for work performed and reimbursable expenses incurred prior to the termination, provided that the results hereof are made available to the ExCom.
- 18. The parties make reservations for force majeure.
- 19. The contract is within jurisdiction of Danish law.
- 20. If disputes over the contract occur between the Parties, the dispute shall be settled by arbitration in Copenhagen according to the provisions of Act. No. 553 on 24 June 2005 on Arbitration.
- 21. This contract is executed in two copies.

#### Annexes:

- A. Terms of Reference
- B. Contractors Tender/proposal/workplan
- C. Activity Plan
- D. Budget

### Signatures:

The Chairman of the ExCom

The Contractor

Date

Date				