
FRAMEWORK AGREEMENT FOR PROVIDING SERVICES

made on the date stated below in compliance with the Civil Code
(Hereinafter referred to as the "**Framework Agreement**" or "**Agreement**")

Between

People in Need/Člověk v tísni, o.p.s.

Local office address: **TO BE ADDED**

with its registered office at: Šafaříkova 24, Praha 2, 120 00, Czech Republic

Identification No. : 25 75 52 77,

(referred to as the „**PIN**“)

represented by: **TO BE ADDED**

and

Name

Date of Birth: / Identification No:

Address: **TO BE ADDED**

Tel: / Email: **TO BE ADDED**

Banking details

Account Name and address:

Account Number:

Bank name and address:

SWIFT code:

IBAN:

Country:

(hereinafter referred to as the „**Contractor** “)

(hereinafter also jointly referred to as the "**the Parties**")

I. PREAMBLE

1. This is a **framework agreement for providing services for fixed price with the winner of the tender**. The tender is called: **Psychosocial Support and Counselling Service**, the number of the tender is **SYRC000517** (hereinafter referred to as the "**Tender**").
2. The price of the services is fixed for the duration of this Framework Agreement and the exact quantity, possibly other specification regarding the services shall be specified in subsequent individual Service Orders.
3. The Contractor met the selection criteria and was awarded this Framework Agreement. The Tender is carried in accordance with the PIN Procurement Guidelines. The Contractor's Tender Offer is attached hereto as **Annex A**.
4. This Framework Agreement shall be interpreted in accordance with the Tender notice and all annexes as well as other relevant documents.

II. SUBJECT OF THE FRAMEWORK AGREEMENT

1. This Framework Agreement governs the relationship between PIN and the Contractor in respect of the **psychosocial support, counselling, stress management and resilience trainings for its employees**, as described in the Tender notice (also hereinafter referred to as the "**Services**") by the Contractor to PIN.
2. The Contractor hereby agrees to provide PIN with the Services on the basis of individual Service Agreements concluded between the Parties in compliance with Art. III hereof and PIN agrees to pay to the Contractor the remuneration for the Services in accordance with Art. V.
3. In the event of, and only to the extent of, any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of an individual Service Agreement, the terms and conditions of the Service Agreement shall prevail.

III. PLACING ORDERS, INDIVIDUAL SERVICE AGREEMENTS

1. This Framework Agreement establishes the basic contents of the legal relationship between the Parties, i.e. the Contractor and PIN, for the purposes of entering into subsequent individual service agreements. Individual service agreements (i.e. the "**Service Agreements**") shall be concluded at the moment of duly and timely acceptance of the PIN's order by the Contractor (hereinafter referred to as "**the Order**"). By accepting the Order the Contractor accepts beside the conditions stipulated in the Order also the conditions specified herein and in the Tender, unless agreed otherwise between the Parties. The Orders are issued based on the actual needs of PIN and PIN reserves the right not to order any minimum amounts of the Services within the validity of this Framework Agreement.
2. The Parties have agreed that the Contractor is obliged to respond to the Order of **PIN during the work days between [9 am – 5 pm] by e-mail and/or over the phone within 24 hours the latest**. If the Contractor does not respond by e-mail/phone within this deadline or if the Contractor declines or refuses the Order, PIN is entitled to send the Order to the next contractor in the order. The late confirmation of the Order by the Contractor shall be deemed null and void by PIN, unless decided otherwise in a sole discretion by PIN.
3. Further particularities regarding the Orders are specified as follows:
 - a) The Orders shall be done in writing in accordance with the template contained in **Annex B** hereto. In each Order, PIN shall specify the individual items of the Services ordered and the Price List corresponding with the **Annex A**.

- b) The Contractor shall confirm the acceptance of the Order in writing or via e-mail upon its delivery to the Contractor. If the Contractor cannot accept fully the Order due to exceptional circumstances with respect to the quantity and/or the provision date of the Services, the Contractor shall suggest to PIN changes to the Order. The Contractor shall inform PIN without delay whether it accepts the proposed changes in the Order or whether it withdraws the Order.
- c) The Order confirmed and accepted by the Parties shall be binding on the Parties and shall be considered as a part of this Framework Agreement.

IV. TERM OF FRAMEWORK AGREEMENT

The Framework Agreement shall take effect on the date of signature of both parties and is concluded **for one (1) year**.

V. PRICE FOR THE SERVICES AND PAYMENT

- 1. The parties have agreed that the price for the Services shall be determined separately in each Service Agreement in compliance with **Annex A**.
- 2. All prices must be indicated in **USD** only. **The remuneration will be paid by bank transfer to the following bank account of the Contractor in bank PIN shall not pay any taxes for the Contractor. PIN shall not cover any other expenses.**
- 3. The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by PIN to substantiate the invoice.
- 4. PIN has the right to reasonable proportionate reduction from the remuneration in case the Contractor does not perform its obligations duly, properly and/or in time.

VI. OBLIGATIONS OF THE PARTIES

- 1. The Contractor is obliged:
 - a) to pursue the Services with due professional diligence and in accordance with local law,
 - b) to perform the agreed Services personally and at the agreed time; and
 - c) to follow the instructions of PIN and enable the supervision of the performance of the Services by PIN.
- 2. PIN is obliged
 - a) to pay the Supplier the agreed price in compliance with Article V. hereof, and
 - b) to provide the Supplier with all information necessary for the performance of the agreed Services,

VII. WARRANTIES AND REPRESENTATIONS

- 1. The Contractor hereby declares and warrants that the Contractor rejects corrupt, fraudulent, collusive and/or coercive practices and that neither the Contractor nor its management have engaged in corrupt, fraudulent, collusive and/or coercive practices or have been convicted of an offence or a crime concerning their professional conduct by a judgment which has the force of res judicata. If PIN becomes aware of any of the above-mentioned, PIN will immediately inform the donor in writing.
- 2. The Contractor shall respect social rights and provide its employees with proper working conditions based on international labour standards. The Contractor shall not engage in the employment of children. The breach of these obligations shall be considered as a substantial breach of this Agreement. Where possible, the Parties shall also consider environment and avoid

contractor and sub-contractors of any connection with a party to a conflict, involvement in the supply of transport of illicit arms and/or land-mines, or involvement in the unethical exploitation of natural resources. PIN may conduct on-site visits or use equivalent methods to ensure compliance of the Contractor with this principle.

3. The Contractor hereby declares and warrants that the Contractor has seen and understood the terms of the below mentioned policies and it complies and shall comply with all applicable terms and conditions specified therein: PIN Code of Conduct, PIN Anti-Corruption Policy, PIN Safeguarding Policy, Protection from Sexual Exploitation and Abuse Policy, Child Protection Policy, Conflict of Interest Policy and other related policies referred to therein, which are incorporated by reference and represent an integral part of this Agreement. Electronic copies containing the complete text are available at: www.clovekvtisni.cz/policies
4. The Contractor may not engage in the trafficking in persons and shall avoid any support (direct or indirect) of terrorism, including the financing of terrorism, or transactions with persons connected with terrorism.
5. Conflict of Interest: The Parties shall take all necessary precautions to avoid or end conflicts of interests and the Contractor shall inform PIN without delay of any situation constituting or likely to lead to any such conflict, then PIN shall notify the donor in writing and without delay. There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.
6. Principle of Transparency and Right of Access: The Parties shall give the donor, PIN, the European Union or any other person or organization authorized by the donor, PIN or the European Union (hereinafter jointly referred to as the "**Authorized Persons**"), full and on-the-spot access to any location where this Agreement is or was performed, and to all documents and information. The Parties shall also allow access for on-site visits and field or headquarters audits, and any checks, inspections and verifications to be carried out by the Authorized Persons. Parties shall abstain from any obstructive practice, which could hamper such right of the Authorized Persons.
7. Anti-fraud Clause: The Contractor will immediately and without undue delay inform PIN of any event which interferes or threatens to materially interfere with this Agreement, including suspicion of or actual fraud, corruption, bribery, theft, terrorist financing or other misuse of funds. Such information should be passed in the first instance to fraud@peopleinneed.cz. All information will be treated with the upmost confidentiality. Information can also be reported directly to the PIN programme team where appropriate, these will be immediately passed on to the above-mentioned e-mail address.
8. Liability for Damages: By entering into this Agreement, the Parties acknowledge and understand that the donor cannot under any circumstances or for any reason whatsoever be held liable for damage or injury caused or sustained by the staff or property of the Parties or their subcontractors while the Agreement is being performed or as a consequence of the Agreement.
9. Substantial Breach of the Agreement: The misrepresentation of the Contractor in regard of any of the above mentioned warranties or the involvement of the Contractor in any of these situations described shall constitute the right of PIN to terminate this Agreement immediately as in case of a substantial breach of this Agreement. In case of such termination PIN shall have the right for reimbursement of damages.

VIII. CONFIDENTIALITY

The Contractor will keep confidential all information regarding the Tender, this Framework Agreement, the individual Service Agreements and all other relevant documents. This obligation of confidentiality is not limited to the Term of this Framework Agreement and will last even after its expiration. In case of breach of this obligation, PIN is entitled to claim the damages.

IX. TERMINATION

1. Each party is entitled to terminate this Agreement with immediate effect if the other party substantially breaches its obligations under this Agreement.
2. PIN reserves the right to terminate the Agreement with one-month notice.
3. PIN is further entitled to terminate immediately this Agreement:
 - a) If the Contractor breaches any obligation under this Agreement and does not remedy such breach in reasonable time,
 - b) in case of force majeure (such as civil disorder, military action or any similar cause beyond the control of any contractual party), which makes impossible the performance of this Agreement or would cause delay in performance of this Agreement,
 - c) if it is obvious that the Services will not be completed in time or carried out properly and the Contractor does not remedy the situation in reasonable time,
 - d) In case of force majeure (such as civil disorder, military action or any similar cause beyond the control of any contractual party) which makes impossible the performance of this Agreement or would cause delay in performance of this Agreement,
 - e) If this Agreement is based on material misrepresentation or omission of fact by the Contractor,
 - f) If the Contractor no longer satisfies the criteria based on which the Agreement has been awarded to him/her in case there was a tender for awarding the Agreement,
 - g) if the PIN mission is abolished and canceled and cancelled as well as all activities of the branch and mission of PIN in this state/town.
4. The immediate termination is effective upon delivery of the termination notice to the other party.
5. Immediately after the termination of the Agreement the Contractor is obliged to repay to PIN the price paid in advance or paid for the defective Services which has not been conducted or the Service otherwise not in accordance with this Agreement. In the event of early termination of this Agreement by PIN, PIN shall pay the Contractor only for Services satisfactorily performed by the Contractor.
6. The party not in breach shall not be deprived of its rights for the compensation of damages from the breach of the Agreement by the other party.
7. Provisions of this Article XI. can be used by the party terminating the contract either for the termination of the whole Agreement or for the termination of a particular Service Agreement only. Termination of a particular Service Agreement only shall have no effect to the validity of this Framework Agreement.

X. TRANSFER AND SUB-AGREEMENTING

The Framework Agreement is personal to the Contractor and the Contractor shall not assign, novate or otherwise dispose of the Framework Agreement or any part thereof without the previous consent in writing of PIN.

XI. FINAL PROVISIONS

1. This Agreement and all legal relations arising out of it, including disputes, shall be governed exclusively by Czech law, especially by the relevant provisions of the Civil Code, as amended. Any dispute arising out of the performance of this Agreement shall be decided by the courts of the Czech Republic. Unless provided otherwise by Czech law the local court authorized to decide on such dispute shall be the court in the territory of which PIN has its registered seat.
2. Should any provision of this Framework Agreement be invalid, void or unenforceable, then such provision shall not invalidate, render void or make unenforceable the entire Framework Agreement. In such case, the contracting parties shall substitute such invalid, void or unenforceable provision by another provision, which will, by its content and purpose, as nearly as possible have the content and achieve the purpose of the invalid, void and/or unenforceable provision.
3. This Framework Agreement shall be produced in two counterparts and each party shall receive one copy.

4. This Framework Agreement is written in English.
5. The parties declare that the Framework Agreement is an expression of their free and true will and that they have read it in full. In witness thereof they attach their signatures.
6. The following Annexes are inseparable parts of this Framework Agreement:

Annex A: Contractor's Tender offer

Annex B: Template of the Order

In TO BE ADDED , on TO BE ADDED	In TO BE ADDED , on TO BE ADDED
PIN:	The Contractor:
 Name: Position:	 Name: Position:

ANNEX A: SPECIFICATION OF THE SERVICES AND PRICE LIST

Please delete columns you do not need to fill in; this is just specification of the Services with the Price List. Under Article I. of the Contract the description of the Services and the price for these is sufficient.

Service Description (description quality, etc.)	Unit	Approximate Amount Requested	Price and Currency	Total Price and Currency
			(without/including VAT)	(without/including VAT)
			(without/including VAT)	(without/including VAT)
			(without/including VAT)	(without/including VAT)
			(without/including VAT)	(without/including VAT)

ANNEX B

Date..../...../20...

Service Order

Contractor.....
Address:

Attention:

Dear

Please, accept this service order for the following :

No.	Services	Amount	Unit Price	Total
1				
			Total	

We require delivery by, 20.... to :

.....

Please refer to this order as service order # Should you need more information, please contact me at at your earliest convenience or email me at

Sincerely,

.....

People in Need / Člověk v tísni, o.p.s.

CONTRACTOR:

I confirm receiving this Service order # on in and I hereby accept and confirm the conditions stipulated in it.

Name, Signature, Stamp
