

SERVICE CONTRACT – IDENTIFICATION OF THE PARTIES

Individual expertise service as part of a cooperation project

SERVICE CONTRACT

**PROVISION OF INDIVIDUAL EXPERTISE SERVICES AS PART OF AN
INTERNATIONAL COOPERATION PROJECT**

NUMBER:

OBJECT OF THE INDIVIDUAL EXPERTISE SERVICE:

Coordination at operational level and technical support to the Romanian Ministry of Health for the procurement phase regarding the three regional hospitals construction project (Phase 2).

NOTIFICATION DATE:

The present procurement procedure is subject to the French Code of public procurement in its latest version in force as enacted by Order No. 2018-1074 issued on 3 December 2018 and its Implementation Decree No. 2018-1075 issued on 3 December 2018.

Expertise France proceeds with “adapted procedure” by virtue of applying articles L. 2123-1 and R. 2123-1 of the above mentioned Code

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This document constitutes an individual expertise contract concluded *intuitu personae*:

INDIVIDUAL EXPERT IN CHARGE OF THE MISSION:

(Hereinafter referred to as the “DESIGNATED EXPERT”)

Between:

EXPERTISE FRANCE

(Hereinafter referred to as “EXPERTISE FRANCE”)

73, rue de Vaugirard, 75006 PARIS, France

Public Industrial and Commercial Establishment (EPIC) registered under the following numbers:

- Official name: Agence Française d’Expertise Technique Internationale (AFETI)
- Business identification number (SIRET number): 808 734 792 00027
- Intra-Community VAT number: FR36 808734792

Represented by M. Jérémie PELLET, Chief Executive Officer,

of the first part,

and:

CONTRACTOR’S NAME

(Hereinafter referred to as the “CONTRACTOR”)

Represented by:

- Address of head office:
- Registration number in the Registry of Companies:
- Intra-Community VAT number (if applicable):

of the other part,

(Hereinafter referred to collectively as the “PARTIES”,)

Whereas:

This Service Contract is part of the cooperation project hereinafter referred to as the “MAIN CONTRACT” signed on 9th October 2017 by Expertise France and the Support Service for the Structural Reform (SSSR) concerning “Capacity Building for management of projects to build three regional hospitals in Romania” for the benefit of the Romanian Ministry of health.

Expertise France asks that the individual expert, accepting it carry out, under the present CONTRACT, the services to be delivered by the designated individual expert as described in the attached technical annex “terms of reference”.

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Accordingly, it has been agreed as follows:

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I. SPECIAL CONDITIONS

I.1 OBJECT OF THE INDIVIDUAL EXPERTISE SERVICE CONTRACT

Object of the contract

The object of the present service CONTRACT (hereinafter referred to as the “CONTRACT”) is to coordinate the project at operational level and provide technical inputs as well as advisory services during the whole duration of the Phase 2. This mission is a part of the technical assistance project “Capacity building for management of projects to build three regional hospitals in Romania” (*hereinafter referred to as the “MAIN CONTRACT”*).

Form of the contract

The CONTRACT consists of a single lump-sum post.

I.2 CONTRACTUAL DOCUMENTS

The present CONTRACT consists of the contractual documents listed below, in decreasing order of precedence:

1. The present document and its appendices:
 - a. Annex 1 (attached): Terms of reference of the individual expertise missions;
 - b. Annex 2 (attached): Model time sheet;
 - c. Annex 3 (attached): CV of the expert;
 - d. Annex 4 (attached): Technical offer of the expert
 - e. Expertise France’s Ethical Charter (available on the website www.expertisefrance.fr).

These documents constitute the entire agreement between the PARTIES relating to the present CONTRACT. They supersede all communications, procedures, agreements, commitments, guarantees or arrangements, both oral and written, relating to its subject matter and facts, by a PARTY or on its behalf, with regard to the other PARTY, which may have occurred before the notification date of the present contract. These documents are acknowledged by the Parties to be the sole and comprehensive exposition of the terms of their agreement.

Without prejudice to the general rules applicable to administrative contracts, any change in the Contract or any waiver of a right resulting from the Contract shall be covered by an addendum duly signed by an officially authorized representative of each Party.

I.3 DURATION OF THE CONTRACT AND COMING INTO FORCE

The duration of the CONTRACT is 14 months starting from 22nd August 2019.

The CONTRACT will come to a close upon complete and full execution of the CONTRACTOR’s services and

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extinguishment of the rights and obligations of each party resulting from the CONTRACT. If all or some of the services are not carried out within the specified time, the CONTRACTOR shall immediately take all necessary steps to make up the delay and may not claim any compensation on these grounds.

I.4 FINANCIAL PROVISIONS

Lump-sum amount of the contract

The CONTRACT amounts to: 60 400€ (sixty thousand four hundred euros) maximum excluding taxes.

This amount corresponds to the maximum number of 151 days of expertise on a single fixed-fee: 400 € (four hundred euros).

This amount corresponds to an overall lump-sum price covering the performance of all the services excluding reimbursable costs detailed below. The *reimbursable costs* and the *ancillary costs covered by EXPERTISE FRANCE* defined below are the only expenses covered by EXPERTISE FRANCE under the present contract on top of this expertise package.

Reimbursable costs, ancillary costs directly covered by Expertise France

Under the present CONTRACT, the CONTRACTOR may be reimbursed upon presentation of supporting documents and in the conditions defined below for the following disbursements (which have to be directly linked to the project):

- Airplane tickets,
- Transport invoices (taxis, public transport),
- Visa costs,
- Accommodation and restauration on the basis of EU per diem rate,
- Other mission fees,
- Communication fees.

EXPERTISE FRANCE will assume direct responsibility ofr:

- Air plane tickets;
- Accommodation.

Advances

No advance is granted.

Installments

Quarterly installment payments may be made to the CONTRACTOR. The amount of these installment payments may not exceed the value of the volume of man-days provided by the designated expert, as recorded in a time sheet and validated by Expertise France.

At the request of the CONTRACTOR the frequency of the installment payments may be set at one month.

Partial final payments/balance

The contract shall result in a partial final payment corresponding to the balance, made after reception and final validation of all corresponding services.

With the exception of the final payment, payments do not constitute proof of acceptance and do not exonerate

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the CONTRACTOR from obligations under the terms of the CONTRACT.

Bank transfer

For the CONTRACTOR

The payment for the invoiced services shall be made to the CONTRACTOR's bank account, identified as follows:

Bank code	Sort code	Account number
To be filled in by the CONTRACTOR	To be filled in by the CONTRACTOR	To be filled in by the CONTRACTOR

IBAN: To be filled in by the CONTRACTOR

BIC: To be filled in by the CONTRACTOR

I.5 SPECIFIC TERMS OF IMPLEMENTATION

Verification operations

The service verification operations are carried out in accordance with the provisions of the general conditions of the present CONTRACT.

They are carried out by:

- The Project Manager in charge of the project "Capacity building for management of projects to build three Romanian regional hospitals".

Place of performance

The individual expertise service shall be carried out mainly in Bucharest (Romania) with missions in Paris (France), Iasi, Cluj-Napoca and Craiova (Romania) and Brussels (Belgium).

Point of contact and communication

Any notice or communication between the PARTIES under the terms of the CONTRACT must be in written form, either by exchange of email or by registered letter with acknowledgement of receipt (this second form being stipulated in certain cases by the CONTRACT), and will be deemed valid from the time it is received by the recipient.

All correspondence shall be sent to the following addresses, with all delivery charges fully paid:

For EXPERTISE FRANCE:	EXPERTISE FRANCE Pauline ACCARD Health Department 73 rue de Vaugirard F-75006 PARIS
For the INDIVIDUAL EXPERT	To be filled in by the individual expert
For the CONTRACTOR:	To be filled in by the CONTRACTOR

Each PARTY may modify his/her/its address at any time, informing the other PARTY in writing of the change.

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Table of deliverables

Periodical deliverables	
Monthly activities report (to be written with the Leader Project)	No later than the 15 th day of the following month
Final deliverables	
Final report	No later than the 15 th day of the following month after the closure of the project

I.6 FINAL PROVISIONS

Declaration

The CONTRACTOR declares that it:

- agrees that the performance of the mission required under the present CONTRACT constitutes a provision of services implying no subordinate relationship with the DESIGNATED EXPERT and that consequently the present CONTRACT does not constitute and **is not intended to constitute an employment contract.**
- subscribes to and will comply with all the contractual documents defined in §I.2.
- accepts, if applicable, the notification of the contract, according to the usual procedures, in dematerialized form.

Under penalty of automatic termination of the CONTRACT with no entitlement to compensation, the CONTRACTOR declares that:

- neither it nor the DESIGNATED EXPERT falls within the scope of the prohibitions arising from articles R. 2192-10 et suivants of The French Code of public procurement or an equivalent prohibition imposed in another country;
- the commitments made in the framework of the present contract do not place either it or the DESIGNATED EXPERT in a position of conflict of interest which might in particular have an impact on the performance of the contract;
- neither it nor the DESIGNATED EXPERT has committed any act that might influence the process of implementation of the PROJECT to the detriment of the BENEFICIARY and in particular no understanding has been reached or will be reached;
- the negotiation, awarding and performance of the CONTRACT have not resulted in and will not result in an act of corruption as defined by the United Nations Convention Against Corruption dated 31 October 2003.

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Signatures of the Parties

FOR THE CONTRACTOR:

Handwritten words “read and approved”:

(Place)....., (date).....20....

Signature¹: _____

First Name/Surname of signatory:

Position:

POUR EXPERTISE FRANCE:

Place)....., (date).....20....

Signature²: _____

First Name/Surname of signatory:

Position:

Drawn up in a single original copy kept by Expertise France.

¹ Date and original signature of a person qualified to make a legal commitment on behalf of the CONTRACTOR.

² Date and original signature of the Chief Executive Officer of EXPERTISE FRANCE or of his/her delegated representative.

II. GENERAL CONDITIONS

II.1 UNDERTAKINGS OF THE CONTRACTOR *VIS-À-VIS* THE DESIGNATED EXPERT

In the context of the performance of the CONTRACT, the CONTRACTOR undertakes to ensure that DESIGNATED EXPERT:

- makes himself/herself available throughout the duration of the CONTRACT as set out in the specific clauses;
- complies with the terms of reference and carries out the services expected under the present CONTRACT in a diligent, efficient and cost-effective manner and in compliance with generally accepted techniques and practices;
- uses appropriate modern techniques and safe and effective processes to meet his/her performance obligation. Should the resources implemented by the DESIGNATED EXPERT not be suited to the performance of the services, EXPERTISE FRANCE shall be entitled to request that they be modified;
- immediately informs EXPERTISE FRANCE in writing of any communication or instruction received from the CLIENT or a third party relating to the services; the DESIGNATED EXPERT shall comply with any such communication or instruction only after consultation with EXPERTISE FRANCE and after having received its written approval;
- reports any difficulty, of any nature, which he/she may encounter in the fulfillment of his/her obligations under the terms of the CONTRACT;
- complies with the laws and regulations in force in the country where the services are carried out and upholds an attitude and conduct towards third parties in accordance with the interests of Expertise France, to ensure that Expertise France will not be held liable in this regard by the CLIENT or any other party designated by the CLIENT;
- presents himself/herself to the CLIENT, the BENEFICIARY, partners and local authorities as a member of the team of experts mandated by EXPERTISE FRANCE, protects the best interests of EXPERTISE FRANCE *vis-à-vis* the CLIENT and acts in general as a faithful advisor to EXPERTISE FRANCE;
- undertakes to comply with the health and safety recommendations and guidelines indicated in the Safety Guide appended to this CONTRACT and complies with any recommendations and guidelines which may be communicated by EXPERTISE FRANCE when necessary. Before going on a mission in a sensitive area in the course of the performance of the present CONTRACT, the INDIVIDUAL EXPERT must in particular in all cases:
 - obtain a mission order signed by the Safety Department of Expertise France, together with a safety sheet;
 - register with the “Fil d’Ariane” tracking scheme set up by the French Ministry of Europe and Foreign Affairs;
 - submit a professional identity sheet to the Safety Department of Expertise France;
- applies EXPERTISE FRANCE’s commitments as expressed in its Ethical Charter attached to this Contract.

II.2 CHARACTERISTICS OF THE INDIVIDUAL EXPERTISE MISSION

Designated expert responsible for carrying out the mission

This CONTRACT is concluded *intuitu personae* following the selection of the DESIGNATED EXPERT. The expertise mission shall be carried out by the DESIGNATED EXPERT whose CV is appended to the present CONTRACT.

Consequently, the CONTRACTOR may not subcontract, assign or transfer all or part of its rights and obligations under the present CONTRACT to a third party.

In accordance with Article II.1., the conclusion of the present CONTRACT between EXPERTISE FRANCE and the CONTRACTOR constitutes a commitment that the DESIGNATED EXPERT will be available for the whole period of implementation. Unavailability of the DESIGNATED EXPERT constitutes grounds for termination for breach of contract under the conditions defined in Article 12 Termination of CONTRACT.

Contractual documents and terms of the agreement

The contractual documents designated in the article containing the specific conditions constitute the entire agreement between the PARTIES relating to the CONTRACT. They supersede all communications, procedures, agreements, commitments, guarantees or arrangements, both oral and written, relating to its subject matter and facts, by a PARTY or on its behalf, with regard to the other PARTY, which may have occurred prior to its entry into force. These contractual documents are acknowledged by the PARTIES to be the sole and comprehensive exposition of the terms of their agreement.

Without prejudice to the general rules applicable to administrative contracts, any change in the CONTRACT or any waiver of a right resulting from the CONTRACT shall be covered by an addendum duly signed by an officially authorized representative of each PARTY.

Definition of services and performance obligation

The CONTRACTOR is subject to a performance obligation regarding the performance of all the services due under the present CONTRACT, defined in particular in Annex 1 Description of the individual expertise mission, and specified again if necessary by each purchase order.

Except in the event of termination by one or the other of the PARTIES, the CONTRACT will come to a close upon complete and full execution of the services by the DESIGNATED EXPERT and extinguishment of the rights and obligations of each PARTY resulting from the CONTRACT.

If all or some of the services are not carried out within the specified times indicated in Article I.3 of the specific conditions of the Contract, the CONTRACTOR and the DESIGNATED EXPERT shall immediately take all necessary steps to make up the delay, without being able to claim any remuneration on these grounds.

Functional coordination relationship

The expertise mission entrusted to the DESIGNATED EXPERT under the present CONTRACT is part of a cooperation project implemented by EXPERTISE FRANCE. Consequently, the DESIGNATED EXPERT shall comply with the organisational, logistical and function instructions given by EXPERTISE FRANCE in order to usefully ensure that his/her intervention fits in with the context of the project.

The DESIGNATED EXPERT reports directly on his/her mission to the contact point of EXPERTISE FRANCE designated in the specific conditions of the CONTRACT.

II.3 DURATION OF THE CONTRACT

Entry into force of the contract

Unless otherwise specified in the specific conditions, the CONTRACT shall enter into force at its notification to the CONTRACTOR following the signing by the PARTIES. The services due under the CONTRACT shall not commence prior to its entry into force.

Counting of the duration of the contract

Unless otherwise specified in the specific conditions, the time periods and durations set out in the CONTRACT are expressed in business days, weeks or calendar months.

Procedures for the renewal of the contract

If the specific clauses provide for the renewal of the CONTRACT, this is conducted tacitly.

EXPERTISE FRANCE reserves the right not to renew a period of validity. In the event of non-renewal, EXPERTISE FRANCE shall notify its decision no later than 2 months prior to the end of the current period of validity by registered letter with acknowledgement of receipt. Non-renewal of a period of validity of the CONTRACT will not lead to any entitlement to compensation for the CONTRACTOR or the DESIGNATED EXPERT.

II.4 PROCEDURES FOR ISSUING PURCHASE ORDERS

If the specific clauses provide for this, purchase orders shall be issued by EXPERTISE FRANCE on the basis of its needs arising within the framework of the MAIN CONTRACT and shall be notified by email to the CONTRACTOR and to the DESIGNATED EXPERT.

Purchase orders shall include:

- The reference of the CONTRACT and the MAIN CONTRACT,
- The designation of the expertise mission requested,
- The amount and breakdown of the purchase order (quantity ordered x unit price),
- The place of performance of the expertise mission,
- The period of performance of the expertise mission.

II.5 FINANCIAL PERFORMANCE OF THE CONTRACT

Form of prices

Prices are firm and may not be revised.

Interim payment

Interim payments may be made to the contractor in accordance with the periodicity set out in the specific conditions of the CONTRACT.

The total amount of the interim payments shall not exceed the value of the services provided by the DESIGNATED EXPERT and validated by EXPERTISE FRANCE.

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Unless otherwise stated in the specific conditions of the CONTRACT, the total amount of interim payments made must not exceed 90% of the flat-rate amount of the CONTRACT or, where appropriate, the relevant purchase order.

An interim payment does not constitute proof of reception, even partial, and does not relieve the CONTRACTOR of its obligations under the CONTRACT and the relevant purchase order.

Balance

The CONTRACT or, where appropriate, each purchase order issued under the CONTRACT, gives rise to a final payment corresponding to the balance, made after the reception and final validation of all the corresponding services.

Billing

The invoices relating to the CONTRACT shall be drawn up in an original copy (on paper or in dematerialized form in PDF format) indicating, in addition to the legal notices (registration number in the Registry of Companies and, where applicable, proof of self-employed status, intra-community VAT number, etc.), the following information:

- The names and addresses of the creditor (an exact address is mandatory; a Post Office box alone is not sufficient),
- Bank details (RIB in France) and a financial identification form,
- The number and date of the contract and of each amendment, as well as, where appropriate, the date and number of the purchase order and the service performed,
- The breakdown of the amount invoiced in accordance with the categories of expenditure provided for in the context of the CONTRACT,
- The price excluding tax and the price including tax of the service invoiced,
- The rate and amount of VAT,
- The article concerning the VAT regime applied (e.g. Art 259b of the French General Tax Code)
- The number and date of the invoice.

Invoices for interim payments shall be accompanied by the corresponding validated timesheets. Invoices for the balance (final partial payment) shall be accompanied by a copy of the service reception decision.

Invoices shall be sent to the contact point designated in the specific conditions in Article I.5 Specific terms of implementation - § Point of contact and communication

Payment deadlines and default interest

Payments are always made in the name of the issuer of the invoice or of the request for the reimbursement of expenses.

The overall payment time for the amounts due in performance of the CONTRACT is set at a maximum of thirty (30) days from the date of receipt of the complete invoice, comprising all the supporting documents, or from the date of acceptance of the services if this date is later. Any missing document shall prevent payments.

If this payment time is exceeded, EXPERTISE FRANCE shall pay the CONTRACTOR default interest under the conditions set out in Decree no. 2013-269 of 29 March 2013 on combating late payments in public procurement CONTRACTS. The rate of default interest is equal to the interest rate applied by the European Central Bank to its most recent main refinancing operations, prevailing on the first day of the half year of the calendar year during which the default interest started to accrue, plus eight percentage points.

The amount of the flat-rate compensation for recovery costs is set at forty (40) Euros and shall be systematically paid in addition to the default interest. Interest for an amount below 40 Euros shall not be mandated.

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Taxes and duties

The CONTRACTOR shall directly bear the cost of all taxes, duties and charges, whatever their nature, which may be claimed from it under the present CONTRACT, both in the country of its headquarters and in the country or countries where the services are performed.

The CONTRACTOR shall indicate the rate of VAT applicable to the operation or, where applicable, the fact that it benefits from an exemption, by mentioning on the invoice “VAT not applicable” in accordance with the provisions applicable to it (French General Tax Code or European Directive 2006/112/EC of 28 November 2006).

Methods of calculation of per diems - daily allowances

Unless specified in the specific conditions, the amount of the per diems is set in accordance with the European scale applicable since the 17th of March 2017, available here: https://ec.europa.eu/europeaid/sites/devco/files/perdiems-2017-03-17_en.pdf

II.6 VERIFICATION OPERATIONS AND RECEPTION OF SERVICES

Following the verification operations, EXPERTISE FRANCE shall take a decision in terms of reception, postponement, reductions or rejection.

Service verification operations

The persons responsible for the verification operations are designated in the specific conditions of the CONTRACT.

The purpose of the quantitative and qualitative verification operations is to allow EXPERTISE FRANCE to check in particular that the DESIGNATED EXPERT has:

- implemented the means defined in the CONTRACT, in accordance with the requirements set out in it;
- performed the services defined in the CONTRACT as being under his/her responsibility, in accordance with the contractual provisions.

EXPERTISE FRANCE has a maximum of one month to proceed with the verifications and notify its decision concerning the reception, postponement, reception with reductions or rejection. The starting point of the period is the date of reception by EXPERTISE FRANCE of the INDIVIDUAL EXPERT's services.

Reception

EXPERTISE FRANCE shall declare the reception of the services if they are in accordance with the provisions of the CONTRACT. The reception takes effect from the date of notification of the reception decision to the DESIGNATED EXPERT.

Should EXPERTISE FRANCE not notify its decision within the period referred to in the *Verification Operations* article, the services shall be deemed to have been received, with effect from the expiry of the time period.

Postponement

EXPERTISE FRANCE, when it deems that the services can be received only on condition that certain amendments are made, may decide to postpone the reception of the services by a reasoned decision. This decision requests that the DESIGNATED EXPERT submit the amended services to the contracting authority within fifteen days.

The DESIGNATED EXPERT or the CONTRACTOR shall make known their acceptance within ten days starting from the

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notification of the postponement decision. In the event of a refusal by the DESIGNATED EXPERT or of failure to respond on his/her part during this period, EXPERTISE FRANCE may declare the reception of the services with reductions or reject them, under the conditions set out in this CONTRACT, within fifteen days starting from the notification of the refusal by the DESIGNATED EXPERT, or starting from the expiry of the period of ten days mentioned hereinabove.

Failure to respond on the part of EXPERTISE FRANCE beyond this period of fifteen days constitutes a decision to reject the services.

Should the DESIGNATED EXPERT submit the amended services again, following the decision to postpone the services, EXPERTISE FRANCE once again has the entire time period provided for to proceed with the verifications of the services, starting from when they are submitted again by the DESIGNATED EXPERT.

Reductions

When EXPERTISE FRANCE deems that the services, without being entirely in compliance with the specifications of the CONTRACT, may nevertheless be received in their current form, it declares their reception with a price reduction proportional to the scale of the flaws observed. Reasons shall be given for this decision. It shall be communicated to the DESIGNATED EXPERT and to the CONTRACTOR prior to its notification so that they can submit their observations

If no observations are submitted within fifteen days following the decision of reception with reductions, the decision shall be deemed to have been accepted. If observations have been made within this period, EXPERTISE FRANCE shall subsequently have fifteen days to notify a new decision. Failing such notification, EXPERTISE FRANCE shall be deemed to have accepted the observations.

Rejection

When EXPERTISE FRANCE deems that the services do not comply with the specifications of the CONTRACT and cannot be received in their current form, it declares their partial or total rejection, after giving the DESIGNATED EXPERT and the CONTRACTOR an opportunity to submit their observations in accordance with the procedure provided for in the paragraph above.

In the event of rejection, the DESIGNATED EXPERT shall be obliged to perform the service provided for in the CONTRACT again.

The DESIGNATED EXPERT has one month starting from the notification of the rejection decision to remove any supplies delivered under the rejected services. When this period has passed, they may be destroyed or removed by EXPERTISE FRANCE, at the expense of the CONTRACTOR.

II.7 INTELLECTUAL PROPERTY

Definitions

The Transfer provided for by this Article requires the following terms to be defined:

- the term “Results” refers to any product expected from the performance of the CONTRACT which is delivered and which undergoes final acceptance by EXPERTISE FRANCE;
- the term “Author” refers to any individual who has contributed to the production of the Result;
- the term “Existing Rights” refers to any intellectual property right, including existing technologies, held by Expertise France, the CONTRACTOR or any interested party prior to the order whose implementation is provided for by the provisions of the CONTRACT.

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Ownership of results

The ownership of the results and the ownership of the associated intellectual and industrial Property rights and the technical solutions and information contained in them are completely and irrevocably transferred to EXPERTISE FRANCE under the CONTRACT. This transfer only covers “patrimonial” copyright, under the conditions stipulated in Article 8.3 of the CONTRACT. It does not include “moral” copyright. Such moral rights cover disclosure, authorship and respect for the integrity of results seen as works as defined by Intellectual Property Law.

The abovementioned elements are deemed to be transferred effectively to EXPERTISE FRANCE after acceptance by it of the results delivered to it by the CONTRACTOR.

The payment of the price paid to the CONTRACTOR is deemed to include all the remunerations which are owed to it for the acquisition of rights by EXPERTISE FRANCE, particularly all forms of exploitation of the results. The acquisition of these rights is valid worldwide.

Exploitation of results

By acquiring ownership of the results developed by the CONTRACTOR, EXPERTISE FRANCE becomes the owner of all the “patrimonial” copyright associated with them. As such, and without this list being exhaustive, EXPERTISE FRANCE may exploit these results for the following purposes:

- exploitation for internal purposes:
 - o communication to its personnel
 - o communication to persons or organisations working for EXPERTISE FRANCE or collaborating with it, including contractors and subcontractors (legal or natural persons), institutions, agencies and organs of the European Union and institutions of member states
 - o installation, loading, processing, arrangement, compilation, assembly, extraction, copying and reproduction in whole or in part and in an unlimited number of copies
- public dissemination:
 - o in paper, electronic or digital format
 - o on the Internet in the form of files, downloadable or not
 - o by display, radio broadcasting, television broadcasting or any other transmission technique
 - o other public dissemination in any form any by any means
- modifications:
 - o modification in terms of content, formal and technical
 - o addition of new elements in terms of content and form
 - o adaptation via new media
 - o translation into several languages
 - o scanning and computer processing

Licence for Existing Rights

EXPERTISE FRANCE does not acquire ownership of the Existing Rights.

The CONTRACTOR grants EXPERTISE FRANCE a royalty-free, non-exclusive and irrevocable licence for the Existing Rights, authorizing it to exploit these rights under the terms stipulated in Article 8.3. This licence becomes effective as of the delivery of the Results by the CONTRACTOR and their acceptance by EXPERTISE FRANCE. At the time of the delivery of the Results, the CONTRACTOR may, if necessary, supply EXPERTISE FRANCE with a list of Existing Rights and third party rights, including those of its personnel, authors or other rights holders. The licence for existing rights granted to EXPERTISE FRANCE under the present CONTRACT is valid worldwide and of the whole period of protection of the intellectual property rights.

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Guarantees

When it delivers the results, the CONTRACTOR guarantees that they are free of any rights and claims by the authors and third parties, including with regard to existing rights, for all the uses envisaged by EXPERTISE FRANCE.

At EXPERTISE FRANCE's request, the CONTRACTOR must be able to demonstrate, through tangible and effective proof, ownership of or rights to use all the existing rights and third party rights listed, except as regards the rights held by EXPERTISE FRANCE.

Image rights

If recognisable persons are represented in a result or their voice is recorded, the CONTRACTOR shall submit, at EXPERTISE FRANCE's request, a declaration in which these persons (or their parents or legal guardians in the case of minors) authorize the envisaged use of their image or their voice. These provisions do not apply to persons whose permission is not required under the legislation of the country in which the photographs have been taken, the films have been shot or the sound recordings have been made.

II.8 PERSONAL DATA

For the purposes of this article, the term "personal data", hereinafter the "Personal Data", means any information and reference specific to the CONTRACTOR enabling it to be identified as a natural person.

EXPERTISE FRANCE declares that it processes such personal data in compliance with the legal framework in force and particularly the provisions of Regulation 2016/679 of 27 April 2016 concerning the protection of individuals with regard to the processing of personal data and the free movement of such data.

This processing is carried out by EXPERTISE FRANCE via computer files and under the control of a data controller. Its purpose is to collect all the necessary information enabling EXPERTISE FRANCE to conduct business with the CONTRACTOR.

EXPERTISE FRANCE represents and warrants:

- that it takes all necessary steps to maintain the highest degree of confidentiality of the Personal Data of the CONTRACTOR to which it has access in the course of the performance of the present CONTRACT;
- that it has set up all technical and organisational measures to:
 - o ensure, in accordance with current best practices, an appropriate level of security in view of the risks presented by the processing and the nature of the CONTRACTOR's Personal Data,
 - o prevent access to these Personal Data by any unauthorized outside persons.

EXPERTISE FRANCE undertakes:

- to keep the CONTRACTOR's Personal Data for a period equivalent to the period of performance of the present CONTRACT while including an additional period of three years starting from the end of this contract;
- to return or destroy all the Personal Data concerning the CONTRACTOR, in accordance with the CONTRACTOR's instructions;
- to certify in writing to the CONTRACTOR that it has returned all of its data or destroyed them, depending on the case, and to be able to prove this upon request by the CONTRACTOR and/or by the competent authorities.

The CONTRACTOR has a right to access the Personal Data concerning it, and a right to correct these data. To exercise these rights with EXPERTISE FRANCE's Personal Data Controller, the CONTRACTOR can send an email to the following address: contact@expertisefrance.fr.

The CONTRACTOR may have to process Personal Data in the course of providing its services. It undertakes in such cases to process them under the same conditions as those indicated in this Article.

II.9 CONFIDENTIALITY

The CONTRACTOR and the DESIGNATED EXPERT shall consider all documents and information received or brought to their attention in the context of the PROJECT to be private and confidential. They shall maintain their secrecy and shall not use them for other purposes than the performance of the present CONTRACT.

In this regard, the CONTRACTOR and the DESIGNATED EXPERT undertake to:

- protect the information considered to be or presented as confidential, and keep it confidential;
- handle the confidential information received with the same degree of precaution and protection as that accorded to its own confidential information;
- reveal the confidential information only to their personnel and to the third parties involved in the implementation of the CONTRACT and only after requesting the express prior written approval of EXPERTISE FRANCE;
- take all necessary steps to ensure that their personnel and the third parties involved in the performance of the CONTRACT who become aware of confidential information undertake to handle this Information with the same degree of confidentiality as that resulting from this clause;
- if necessary, remind its personnel and the third parties involved in the performance of the CONTRACT of the confidential nature of the confidential information, as soon as this information is communicated;
- recall the confidential nature of the confidential information before any meeting during which the confidential information will be communicated.

The CONTRACTOR and the DESIGNATED EXPERT shall not disclose any details of the PROJECT, except to the extent necessary for the purposes of the performance of the present CONTRACT, without the prior written consent of the other party.

II.10 INSURANCE AND LIABILITY

In the context of the performance of the services of the present CONTRACT, the CONTRACTOR takes full responsibility for any physical, material and/or non-material damage that the DESIGNATED EXPERT or itself may have caused, as well as for the related material or financial reparations.

To guard against such risks, the CONTRACTOR shall comply with its legal obligations concerning the taking out of an insurance policy, at its own expense, covering its civil and professional liability and that of the DESIGNATED EXPERT.

At the request of EXPERTISE FRANCE, the CONTRACTOR shall provide evidence of all the aforesaid to EXPERTISE FRANCE (insurance certificate).

The CONTRACTOR shall take out and maintain, at its own expense, insurance policies covering its liability for any illness or occupational accident which the DESIGNATED EXPERT may be subject to in the performance of the services.

In addition, EXPERTISE FRANCE shall take out and maintain “accident and repatriation” insurance policies at its own expense to provide the DESIGNATED EXPERT with coverage of the corresponding risks during his/her mission.

II.11 ETHICS

Contractor's commitments

The CONTRACTOR and the DESIGNATED EXPERT must apply the commitments of EXPERTISE FRANCE expressed in its Ethical

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Charter. In this regard, they shall take all necessary steps to prevent the following situations:

CONFLICT OF INTEREST:

A conflict of interest arises when the impartial and objective performance of the CONTRACT is compromised for reasons of economic interest, political or national affinity, family or sentimental attachments, or for any other reason of community of interest.

FRAUD

Fraud occurs when the impartial and objective performance of the CONTRACT is compromised by an act performed by way of unfair means designed to acquire consent deceptively or to obtain an undue material or moral advantage, or performed with the intention of eluding the enforcement of laws.

CORRUPTION

Corruption occurs when the impartial and objective performance of the CONTRACT is compromised by a person who solicits, approves or accepts, for this purpose, a donation, an offer, a promise or gifts or benefits of any nature with a view to performing, delaying or omitting to perform an act falling directly or indirectly within the scope of his or her duties.

FAVOURITISM

Favouritism occurs when the impartial and objective performance of the CONTRACT is compromised due to the granting to any person concerned of an unjustified advantage which is contrary to the laws or regulations and which has the effect of compromising the freedom of access and equality of bidders for public contracts.

INSIDER TRADING

Insider trading occurs when the impartial and objective performance of the CONTRACT is compromised due to the dissemination, possession and use by any interested party of any “inside” information which provides them with a distinct advantage compared to any other similarly interested third party. The CONTRACTOR and the DESIGNATED EXPERT declare that they have not granted, sought, attempted to obtain or accepted, and undertake not to grant, seek, attempt to obtain or accept, any financial benefit or benefit in kind to or from any person when said benefit constitutes an illegal practice as indicated above and may be likened to an inducement or a reward linked to the performance of the CONTRACT.

For the performance of the contract, the CONTRACTOR and the DESIGNATED EXPERT must comply with the ten principles of the United Nations Global Compact, accessible on the following web page:

<https://www.unglobalcompact.org/what-is-gc/mission/principles>

Reporting procedure

The CONTRACTOR and the DESIGNATED EXPERT must report immediately and in writing to EXPERTISE FRANCE any situation violating the ethical commitments of its Charter which arises during the performance of the CONTRACT. The CONTRACTOR and the DESIGNATED EXPERT shall immediately take all necessary steps to remedy this situation. EXPERTISE FRANCE reserves the right to check that the steps taken are appropriate and to demand that additional steps be taken within a specified period of time.

The CONTRACTOR shall pass on all the relevant obligations in writing to the DESIGNATED EXPERT and to the members of its personnel and any individual who has the power to represent it or to take decisions in its name, and shall make sure that the parties concerned are not in a situation which might give rise to a conflict of interest.

Whistleblower

If, in the performance of his/her expertise mission, the DESIGNATED EXPERT has had personal knowledge of a crime or an offence, a serious and manifest violation of an international commitment duly ratified or approved by France, a serious and manifest violation of a unilateral act of an international organisation undertaken on the basis of on such a commitment, a serious and manifest violation of the law or of regulations, or a serious threat or prejudice to the general interest, he or she may report it to Expertise France's whistleblower correspondent.

Where appropriate, the Designated expert in his or her capacity as a whistleblower acting in good faith would benefit from the triple protection provided by the regulations, namely: (i) the strictly confidential nature of the procedure, (ii) the prohibition of professional reprisals against him or her and (iii) exemption from prosecution.

The Expertise France "whistleblower" correspondent is attached to the French Ministry of Europe and Foreign Affairs. The contact details of the person concerned are:

Email: referent.lanceursdalerte@diplomatie.gouv.fr

T.: +33 1 43 17 69 84

Bureau CNV C 366 B
27, rue de la Convention
75732 PARIS CEDEX 15

II.12 FORCE MAJEURE

Neither of the PARTIES shall be held in breach or default of their contractual obligations if they are prevented from fulfilling them by a situation of force majeure occurring either after the date of notification of the contract award or after the date of its entry into force.

"Force majeure" means, for the purposes of the present CONTRACT, any unforeseeable event beyond the PARTIES' control which they are unable to overcome despite their diligence. For the purposes of this contract, a decision by France or the European Union to suspend cooperation with the partner country is expressly considered to be a case of force majeure when it involves the suspension of financing for this contract.

The contractor shall not be liable to lump-sum compensation or to termination for failure to perform if and to the extent that its delay in performance or any other failure to fulfil its obligations under the contract results from a case of force majeure. Similarly, EXPERTISE FRANCE shall not be liable for the payment of interest for late payment or the contractor's failure to fulfil its obligations or for the termination of the contract by the contractor for default, if and to the extent that a delay on the part of EXPERTISE FRANCE or any other failure to fulfil its obligations results from a case of force majeure.

Should one of the PARTIES deem that a case of force majeure likely to affect the performance of its obligations has occurred, it shall immediately inform the other party as well as the project manager, specifying the nature, likely duration and expected impacts of this event. Unless instructed otherwise by the project manager in writing, the contractor shall continue to fulfil its contractual obligations insofar as is reasonably possible for it and shall seek any other reasonable means to allow it to fulfil the obligations that the case of force majeure does not prevent it from performing. It shall only implement these other means if the project manager instructs it to do so.

For a unit price contract, if, by following the instructions of the project manager, the contractor has to meet additional expenses, their amount shall be certified by the project manager.

If a case of force majeure has occurred and continues for a period of 180 days, notwithstanding any extension to the period for the performance of the contract that the contractor may have thereupon obtained, each party shall

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have the right to give the other 30 days notice to terminate the contract. This notice shall be given by registered letter with acknowledgement of receipt. Should the case of force majeure continue at the expiry of the period of 30 days, the contract shall be automatically terminated.

II.13 SUSPENSION OF PERFORMANCE OF THE CONTRACT

Suspension by either PARTY to the contract

The CONTRACTOR or EXPERTISE FRANCE may suspend the performance of all or part of the CONTRACT if a case of force majeure makes this performance impossible or excessively difficult. The party wishing to suspend the CONTRACT shall immediately inform the other party of the suspension by registered letter with acknowledgement of receipt, providing all the necessary justifications and clarifications, as well as the date envisaged for the resumption of the performance of the CONTRACT.

As soon as the conditions are in place for a resumption of the performance, the PARTIES shall agree on a resumption date, unless the CONTRACT has already been terminated.

Suspension by Expertise France

EXPERTISE FRANCE may suspend the performance of all or part of the CONTRACT:

- a) if the procurement procedure or the performance of the CONTRACT have been subject to substantial errors, irregularities or fraud;
- b) to verify whether alleged substantial errors, irregularities or fraud have effectively occurred.

The suspension shall take effect on the date on which the contractor receives formal notification of it by registered letter with acknowledgement of receipt, or at a later date indicated in the notification. EXPERTISE FRANCE shall inform the contractor as soon as possible of its decision to have the performance of the suspended tasks resumed or to terminate the CONTRACT. The DESIGNATED EXPERT must make himself or herself available within 8 days of the notification of the resumption of the contract sent by EXPERTISE France. The contractor may not demand compensation in the event of the suspension of all or part of the CONTRACT.

II.14 TERMINATION OF THE CONTRACT

Termination by Expertise France

EXPERTISE FRANCE may terminate the CONTRACT without compensation and at any time by a termination decision notified to the CONTRACTOR. This termination may be carried on any grounds, particularly in the event of suspension of the contract, non-compliance with the health and safety recommendations and guidelines indicated in the annex to the present contract or non-compliance with the recommendations and guidelines which may be communicated by EXPERTISE FRANCE to the CONTRACTOR when necessary. Termination for cases of force majeure is carried out in accordance with the procedure stipulated in Article II.12.

The termination decision is notified to the CONTRACTOR by registered letter with acknowledgement of receipt, indicating the date of effect of the termination.

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Termination by the Contractor

The CONTRACTOR may terminate the contract in the event of a case of force majeure which disrupts the initial conditions of performance of the contract, in accordance with the procedure stipulated in Article II.12, or in the event of suspension of the performance of the contract by EXPERTISE FRANCE notified in accordance with Article II.13, if the resumption of performance is impossible.

When it wishes to terminate in the event of suspension of the performance of the contract, the CONTRACTOR must notify EXPERTISE FRANCE of its intention by registered letter with acknowledgement of receipt. EXPERTISE FRANCE has 30 days starting from the date of receipt to submit its observations if necessary. Failing that, the contract is automatically terminated on the day following the expiry of the deadline to submit observations. Should EXPERTISE FRANCE submit observations, the CONTRACTOR shall formally notify it of the withdrawal of its intention to terminate or its final decision to terminate.

Continuity of service

When the termination is initiated by the CONTRACTOR, the CONTRACTOR shall, at EXPERTISE FRANCE's request, provide all the assistance required, including information, documents and files, in order to allow EXPERTISE FRANCE to complete or continue the services, or transfer them to a new CONTRACTOR or internally, without interruption or negative impact on the quality or continuity of services. The PARTIES may agree to establish a transition plan specifying the modalities for the CONTRACTOR's assistance, unless such a plan is already set out in the other contractual documents or in the specifications. The CONTRACTOR shall provide this assistance at no extra cost, unless it is able to demonstrate that this assistance requires substantial additional resources or means, in which case it shall provide an estimate of the expenses incurred and the PARTIES shall negotiate an arrangement in good faith.

Effects of termination

Upon receipt of the notice of termination, the CONTRACTOR shall take all necessary measures to reduce costs to a minimum, to prevent losses and to cancel or reduce its commitments. It has sixty days starting from the date when termination takes effect to establish the documents required by the purchase order for the tasks already performed at the termination date and submit an invoice if necessary. EXPERTISE FRANCE may recover any amount paid under the CONTRACT.

When the CONTRACTOR initiates a termination which EXPERTISE FRANCE has previously deemed to be unfounded in its observations, EXPERTISE FRANCE may engage any other CONTRACTOR after termination to perform or complete the tasks. EXPERTISE FRANCE is entitled to claim from the CONTRACTOR the reimbursement of all the additional expenses thereby incurred, without prejudice to any other rights or guarantees it may hold under the CONTRACT.

II.15 LANGUAGE OF THE CONTRACT

The present document has been established in French, which shall be the authentic language in all matters concerning the meaning or interpretation of the CONTRACT, to the exclusion of any other language.

II.16 SETTLEMENT OF DISPUTES – APPLICABLE FRENCH LAW

Any dispute between the PARTIES concerning the existence, validity, interpretation, performance and termination of the CONTRACT (or any of its clauses) which the PARTIES are unable to resolve amicably within thirty days following

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the notification of the dispute by the claiming PARTY to the other PARTY shall be submitted to the judgement of the Administrative Court of Paris.

The law applicable to the present CONTRACT is French law, to the exclusion of any other law.

ANNEX 1: TERMS OF REFERENCE OF THE INDIVIDUAL EXPERTISE MISSION

Title and description of the project: *"Support to the Ministry of Health in Romania in building capacity for the management of projects to build three regional hospitals – Phase II"*

General objective: To contribute to the strengthening of the Romanian health system in terms of the provision of more efficient hospital services in Romania in response to economic and social challenges and to enhancing cohesion, sustainable growth, job creation and investment in line with Article 4 of the SRSP Regulation.

Component 1. To enhance the Romanian MoH' administrative capacity to manage large scale investment projects and support the procurement phase for the design of three new regional hospitals in Iasi, Cluj-Napoca and Craiova.

Activity 1.1. Support the PIU to revise and to finalize the awarding documentation for the calls for tenders for the technical design and technical verification of the design of the 3 REH

Activity 1.2. Provide a training workshop on the evaluation of tenders for the design and technical verification of the design for large-scale health infrastructure

Activity 1.3. Provide an Evaluation Guideline for evaluating the offers for technical design and technical verification of the design of the 3 REH

Component 2. The capacity of the Evaluation Committee to select the best offers through provision of trainings and guidance and advice to the Evaluation Committee is enhanced and the offers for design and technical verification of the design of the 3 REH are evaluated.

Activity 2.1. Support from co-opted experts to provide guidance and advice to the Evaluation Committee on two calls for tenders for technical design for two REH (Iasi and Cluj-Napoca)

Activity 2.2 Support from co-opted experts to provide guidance and support to the Evaluation Committee on the tenders for the services of technical verification of design for two REH (Iasi and Cluj- Napoca).

Activity 2.3. Training workshops on the evaluation of tenders for technical design and for technical verification of the design

Description of the mission – Project Leader: Coordination and technical support for the procurement phase

The project leader is based in Bucharest. He/She coordinates the project at operational level and provides technical input as well as advisory services during the whole duration of the project, in particular:

- carry out detailed implementation of the project, providing for adaptation and fine-tuning of project lines and follow-up, making sure that problems in implementing the project are identified rapidly and that appropriate solutions are found as soon as possible;
- provide good leadership and coordination for the project team (procurement expert, civil engineers as co-opted experts) in order to meet the goals within the work schedule;
- promote team spirit between all involved in the project, Romanian actors and other experts contracted by EF (procurement expert, civil engineers as co-opted experts);

- ensure relations, in particular by participating in discussions and meetings with the PIU and other project stakeholders (MoH, EIB, PASSA and other implementation teams) requesting operational support within the framework of the implementation of the project;
- ensure that a participative and/or pedagogic approach is used carrying out support to the PIU staff in order to transfer skills all along the period of technical assistance provided;
- ensure coordination with the SRSS and with the MoH at the technical level;
- inform EF and the SRSS on potential risks and obstacles in the implementation of the project delivery and provide suggestions on how to overcome such obstacles;
- verify the correctness of the evaluation by the co-opted experts for the technical evaluation of the bids for the design and technical verification for the three REH;
- coordinate drafting the specialized reports and consolidate them;
- act as co-opted expert for the qualification phase and conformity with ESPD;
- act as a reserve for the civil engineer expert for the evaluation of offers in case of absence;
- coordinate drafting the Evaluation Guidelines;
- support the experts in the preparation and implementation of the workshops; elaborates the report for the training;
- prepare the specialized reports for the MoH;
- prepare narrative and financial reports (monthly, interim and final reports).

Assistance to be provided by the Project Leader will equal a maximum of 151 days.

Qualifications and competences :

The Project Leader should possess the main following qualifications and skills:

- At least Master's Degree in civil engineering, administrative sciences or other related fields;
- Ability of managing large scale hospital project within international donor financing;
- Proven abilities as project manager/leader/coordinator of a team in relation with the regional hospitals in Romania;
- Fluency in written and spoken English and Romanian;
- Excellent interpersonal skills combined with a flexible and adaptable attitude; diplomacy;
- Computer skills (word processing, spreadsheets, internet research, and other applications skills);
- Romanian certificate for public procurement.

Professional experience:

- Experience in verification/review of public procurement procedures.
- Public procurement experience in Romania;
- Experience in drafting reports;
- Experience in drafting Guidelines for beneficiaries who are implementing infrastructure projects;
- At least 10 years of training experience.

Additional Information:

- Mission area: Bucharest - Romania
- Starting date: August 22nd 2019
- Duration: 14 months (the length could be extended in relation with the project duration)

ANNEX 2: TIME SHEET

Institution / Funder / Department:				
Contract title:				
Analytical code:				
Surname and first name of the expert:				
Object of mission:				
Number of days worked:				
Number of nights:				
Month:			Year:	
Day	Day worked	Per diem	Place of performance	Comments
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
Total				
Date and signature of the designated expert:			Date and signature of the person responsible for verification of the services (cf. CONTRACT):	

ANNEX 3: CV OF THE DESIGNATED EXPERT

ANNEX 4: TECHNICAL OFFER OF THE EXPERT