



EUROPEAN UNION'S CROSS BORDER COOPERATION PROGRAMME

ACT OF ENGAGEMENT

(International public call for experts/ Framework contract)

This Act of Engagement lays down the terms and conditions of the framework contract for the provision of consultancy services in the field of sustainable tourism and its promotion.

The signature of this Act of Engagement by the tenderer (natural person) alone shall not constitute or imply any sort of contractual commitment on the part of the Green Institute. This Act shall become contractually binding only **upon signature by Green Institute authorized staff member** (see Section B below).

Tenderers shall:

1. Fill in the below sections **Contact details of the Provider** and **Bank details**. Ensure that the "Name" of the Provider and the "Account holder" are the same.
2. Indicate the lot(s) you wish to tender for and fill in the cells framed in red the table of fees (See Section A below);
3. Sign the Act of Engagement (See Section B below) and send it to the Green Institute, together with the other supporting documents (see Tender File Section VI).

Provider information	Legal personality ▶	<input type="checkbox"/> Natural person
	Name and address ▶	
	Representative ▶	
	Contact person ▶	
	VAT n° (if any) ▶	
	Country and registration n° (if any) ▶	
	Email (Contact person) ▶	
	Phone number (Contact person) ▶	
Bank	Account holder ▶	





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IBAN n° (if available) ▶		Full bank account n° (for non-IBAN countries only) ▶	
Bank name and Branch ▶		BIC/SWIFT Code ▶	
Bank Address ▶		Account currency ▶	



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A. Terms of reference/Table of unit fees

Green Institute is currently implementing an EU funded project "Struga & Pogradec for promoting tourism and cultural heritage - COOLTOUR" commenced in January 2022 and has a duration of 36 months. It aims to stimulate a balanced, inclusive and sustainable socio-economic development in the cross-border area and, at the same time to develop the potential of tourism by promoting cultural heritage and values in both Municipalities of Struga and Pogradec. The lead applicant of the project is Municipality of Struga, and the co-applicants are Municipality of Pogradec, "Citizens organization for Ecologic and Sustainable Development Green Institute" (in North Macedonia) and IRD&ET (in Albania). In that context, it is looking for up to 12 Providers for the provision of consultancy services in the field of sustainable tourism, cultural and historical heratige, including training methodology to be requested by the Green Institute on an as-needed basis, in compliance with the ordering procedure defined below.

Duration of the Project: January 2022 – December 2024.

Each time an order form is sent, the selected Provider undertakes to take all the necessary measures to send it signed to the Green Institute within 2 (two) working days after its reception.

Pooling

For each order, Green Institute will select from the pool of pre-selected tenderers for the lot concerned the Provider who demonstrably offers best value for money for its requirement when assessed – for the Order concerned – against the criteria of:

- quality (including as appropriate: capability, expertise, past performance, availability of resources and proposed methods of undertaking the work);
- availability (including, without limitation, capacity to meet required deadlines and, where relevant, geographical location); and
- price.

If a Provider is unable to take an Order or if no reply is given on his behalf within the above deadline, the Green Institute may call on another Provider selected under that lot, using the same criteria, and so on until a suitable Provider is contracted.

Lots

The Tenderer declares that they submit a tender for the following lot/s:

Tenderers shall tick the box(es) corresponding to the lot(s) they tender for. They can tender for one, several or all lots.

	Lots	Maximum number of Provide(s) to be selected
<input type="checkbox"/>	Lot 1 - Sustainable tourism Experts (One Team Leader, responsible for development of initial methodology) 1.	4





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<input type="checkbox"/>	Lot 2 – Promotion/Marketing Experts	3
<input type="checkbox"/>	Lot 3 – Cultural Experts	2

Fees

The fees indicated below will be applicable throughout the duration of the Framework Contract. Prices are indicated in Euros without VAT. **Tenders proposing a fee above the exclusion level will be entirely and automatically excluded from the tender procedure.**

The Provider shall indicate its proposed fee(s) in the box(es) below.

LOT 1 – Type of Units ▼	Unit fee ▼	Exclusion level ▼
Lot 1: Sustainable tourism Experts <i>Daily fee for the provision of services as described in Section C of the Terms of Reference</i>		150

This Framework Contract takes effect as from the date of its signature by both parties and is concluded until:

The Framework Contract may be renewed annually with the written agreement of the parties. It may not be renewed beyond: 31/12/2024

The Provider shall indicate its proposed fee(s) in the box(es) below.

LOT 2 – Type of Units ▼	Unit fee ▼	Exclusion level ▼
Lot 2: Promotion/Marketing experts		150





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<i>Daily fee for the provision of services as described in Section C of the Terms of Reference</i>		
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This Framework Contract takes effect as from the date of its signature by both parties and is concluded until:	
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The Framework Contract may be renewed annually with the written agreement of the parties. It may not be renewed beyond: 31/12/2024
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The Provider shall indicate its proposed fee(s) in the box(es) below.

LOT 3 – Type of Units ▼	Unit fee ▼	Exclusion level ▼
Lot 3: Cultural experts <i>Daily fee for the provision of services as described in Section C of the Terms of Reference</i>		150

This Framework Contract takes effect as from the date of its signature by both parties and is concluded until:

The Framework Contract may be renewed annually with the written agreement of the parties. It may not be renewed beyond: 31/12/2024

B. Declaration of Agreement and Signature

- I, the undersigned, acting on my own behalf as Provider indicated below, hereby:
- declare that the information provided to the Green Institute under this procedure is complete, correct and truthful.
 - acknowledge, in signing this document, that I have been notified that if any of the statements made or information provided prove to be false, the Green Institute reserves the right to exclude the offer concerned from the procedure or to terminate any existing contractual relations related to the latter;
 - express consent to any audit or verification that the Green Institute may initiate by any means on the information provided under this procedure;
 - declare that I am not in any of the situations listed in the exclusion criteria as reproduced in the Tender File;
 - declare that I am not in a situation of a conflict of interests or a potential conflict of interest in relation to this procedure. I have been notified and understand that a conflict of interests may arise, in particular, from economic interests, political or national affinities, emotional or family ties or any other type of shared relationship or interest;
 - undertake to update the Green Institute with significant information changes within a reasonable time.
 - accept without any derogation all the terms of the Legal Conditions as reproduced in the present document and understand that its signature **shall constitute signature of the contract** with the Green Institute subject to the selection of the tender by the Green Institute and the signature of this Act by a representative of the Green Institute.





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Sign the Act of Engagement and send it to the Green Institute, together with the other supporting documents (see Terms of Reference Section VI).

For the Provider ▼		For the Green Institute ▼	
Signature	Provider ▶		
	Signatory ▶		Signatory (Name, Function and Entity)
	Place of signature ▶		Place of signature In
	Date of signature ▶		Date of signature ___ / ___ / ____
	Signature ▶		Signature

Selection (this part is reserved for the Green Institute)	
<input type="checkbox"/>	Lot 1
<input type="checkbox"/>	Lot 2
<input type="checkbox"/>	Lot 3





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C. Legal Conditions

ARTICLE 1 – GENERAL PROVISIONS

- 1.1 The Provider undertakes, on the conditions and in the manner laid down by common agreement hereafter excluding any accessory verbal agreement, to provide the list of Deliverables reproduced in the Terms of reference (see Section A above) related to the present contract and in the tender submitted by the Provider.
- 1.2 The present contract is composed, by order of precedence, of:
 - a) the Act of Engagement, in its entirety (cover page, Sections A and B and the present Legal Conditions) and any subsequent Order; and
 - b) the Terms of Reference; and
 - c) the tender submitted by the Provider.
- 1.3 Any general purchasing terms and conditions of the Provider shall never prevail over these legal conditions. Any provision proffered by the Provider in its documents (general conditions or correspondence) conflicting with the clauses of these legal conditions shall be deemed void, except for any clauses which may be more favourable to the Green Institute .
- 1.4 For the purposes of this Contract:
 - a) "Contract" shall refer to the documents described in 1.2, above;
 - b) "Green Institute " shall mean the Green Institute of Europe;
 - c) "Deliverables" shall mean the services or goods as described in the Terms of reference;
 - d) "Parties" shall mean the Green Institute and the Provider;
 - e) "Provider" shall mean the legal or physical person selected by the Green Institute for the provision of the Deliverables. This person may equally be referred to as the "Service Provider" or the "Consultant".

ARTICLE 2 – DURATION

The contract is concluded until the day specified on the cover of the Tender File and takes effect as from the date of its signature by both parties. The contract may be renewed in accordance with the conditions laid down in Section A of the Act of Engagement. The Deliverables shall be executed in accordance with the timeframe indicated in the Terms of reference and in any subsequent Order form, or, by default, in the tender submitted by the Provider.

ARTICLE 3 – OBLIGATIONS OF THE PROVIDER

3.1 General obligations

- 3.1.1. The Provider bears sole responsibility for all the decisions made and the human, technical, logistic and material resources used in the context of the Contract in order to provide the Deliverables, with due respect for the Green Institute of Europe's needs and constraints, as contractually defined.
- 3.1.2. The Provider recognises that it is subject to a general obligation to provide advice, including, but not limited to, an obligation to provide any relevant information or recommendations to the Green Institute. In this context, the Provider shall supply to the Green Institute all the advice, warnings and recommendations necessary particularly in terms of quality of Deliverables, security and compliance with professional standards. The Provider also undertakes to inform the Green Institute as soon as it becomes aware, during the execution of the Contract, of any initiatives and/or adopted laws and regulations, policies, strategies or action plans or any other development related to the object of the Contract.

3.2 Intellectual services

- 3.2.1. The provisions of Articles 3.2.2 to 3.2.10 shall apply insofar as the contract concerns the provision of intellectual services.
- 3.2.2. Unless agreed otherwise by the Parties, any written documents prepared by the Provider under the contract shall be written in English and produced on a word processing file. In case the Parties agree that a written document shall be prepared in a language other than English or French, a summary in English or French shall be included in the said document.
- 3.2.3. Unless agreed otherwise by the Parties, all written documents of more than 1,500 words shall be preceded or accompanied by a text summarising the subject and main conclusions and shall not, unless specifically required, exceed 5,000 words.



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- 3.2.4. The Provider guarantees that the Deliverables conform to the highest academic standards.
- 3.2.5. The Provider cedes irrevocably and exclusively to the Green Institute throughout the entire world and for the entire period of copyright protection, all rights on the Deliverable(s) produced as a result of the execution of the present contract. Such rights shall include in particular the right to use, reproduce, represent, publish, adapt, translate and distribute – or to have used, reproduced, represented, published, adapted, translated and distributed - in any country, in any language, in any form and on any kind of support, including on a CD-ROM or the Internet, the said Deliverables, or any part thereof.
- 3.2.6. The Green Institute reserves the right to exercise the above-mentioned rights for any purpose falling within its activities.
- 3.2.7. The Provider guarantees that use by the Green Institute of the Deliverable(s) produced as a result of the execution of the present contract will not infringe the rights of third parties. However, should the Green Institute incur liability as the result of any such infringement; the Provider will compensate it in full for any damage it may suffer in consequence.
- 3.2.8. Notwithstanding the provision in Article 3.2.5 above, the Green Institute may, on prior application by the Provider, authorise the Provider to use the Deliverable(s) referred to above. When giving the Provider such authority, the Green Institute will inform the Provider of any conditions to which such use may be subject.
- 3.2.9. Any intellectual property rights of the Provider over methods, knowledge and information which are in existence at the date of the conclusion of the Contract and which are comprised in or necessary for or arising from the performance of the Contract shall remain the property of the Provider. However, in consideration of the fees payable pursuant to the Contract the Provider hereby grants the Green Institute a non-exclusive and free licence for the entire world and for the entire period of protection by the applicable intellectual property rights law for the use of such methods, knowledge and information insofar as they are an integral part of the Deliverable(s).
- 3.2.10. If the Deliverable(s) result(s) in the provision of a training session, and provided the training materials are not the property of the Green Institute, the Provider shall grant the participants in the training a non-exclusive licence for the entire world and for the entire period of protection by the applicable intellectual property rights law for their own professional use of those training materials.

3.3 Health and social insurance of the Provider or its employees

The Provider shall undertake all necessary measures to arrange for health and social insurance during the entire contract. The Provider acknowledges and accepts in this regard that the Green Institute shall not assume any responsibility for any health and social risks concerning illness, maternity or accident which might occur during the performance of work under the contract.

3.4 Fiscal obligations

The Provider undertakes to inform the Green Institute about any change of its status with regard to VAT, to observe all applicable rules and to comply with its fiscal obligations in:

- a) submitting a request for payment, or an invoice, to the Green Institute in conformity with the applicable legislation;
- b) declaring all fees received from the Green Institute for tax purposes as required in his/her/its country of fiscal residence.

3.5 Loyalty and confidentiality

- 3.5.1. In the performance of the present contract, the Provider will not seek or accept instructions from any government or any authority external to the Green Institute. The Provider undertakes to comply with the Green Institute 's directives for the completion of the Deliverables and to refrain from any word or act that may be construed as committing the Green Institute.
- 3.5.2. The Provider shall observe the utmost discretion in all matters concerning the contract, and particularly any matters or data that have been or are to be recorded that come to the Provider's attention in the performance of the contract. Unless obliged to do so under the terms of the contract, or expressly authorised to do so by the Secretary General of the Green Institute, the Provider shall refrain at all times from communicating to any person, legal entity, government or authority external to the Green Institute any information which has not been made public and which has come to the Provider's notice as a result of dealings with the Green Institute.



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Nor shall the Provider seek to gain private benefit from such information. Neither the expiry of the contract nor its termination by the Green Institute shall lift these obligations.

3.6 Disclosure of the terms of the contract

- 3.6.1. The Provider is informed and gives an authorisation of disclosure of all relevant terms of the contract, including identity and price, for the purposes of internal and external audit and to the Assembly of the Green Institute with a view to these latter discharging their statutory functions, as well as for the purpose of meeting the publication and transparency requirements of the Green Institute or its donors. The Provider authorises the publication, in any form and medium, including the websites of the Green Institute or its donors, of the title of the contract/projects, the nature and purpose of the contract/projects, name and locality of the Provider and amount of the contract/project.
- 3.6.2. Whenever appropriate, specific confidentiality measures shall be taken by the Green Institute to preserve the vital interests of the Provider.

3.8 Data Protection

- 3.8.1. Without prejudice to the other provisions of this contract, the Parties undertake, in the execution of this contract, to comply at all times with the legislation applicable to each of them concerning the processing of personal data.
- 3.8.2. Where the Provider, pursuant to its obligations under this contract, processes personal data on behalf of the Green Institute it shall:
- i. Process personal data only in accordance with written instructions from the Green Institute;
 - ii. Process personal data only to the extent and in such manner as is necessary for the execution of the contract, or as otherwise notified by the Green Institute;
 - iii. Implement appropriate technological measures to protect personal data against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, or damage while having regard to the nature of the personal data which is to be protected;
 - iv. Take reasonable steps to ensure the reliability of the Provider's employees having access to the personal data and to ensure that they have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and thus agree to comply with the data protection obligations set out in this contract;
 - v. Obtain written consent from the Green Institute prior to any transfer of possession or responsibility for the personal data to any subcontractors. If the Green Institute chooses to authorise subcontracting, the same data protection obligations as set out in this contract shall be imposed on the subcontractor by way of a contract. The Provider shall remain fully liable to the Green Institute for the performance of that subcontractor's obligations.
 - vi. Notify the Green Institute within five working days if it receives:
 - a. a request from a data subject to have access (including rectification, deletion and objection) to that person's personal data; or
 - b. a complaint or request related to the Green Institute's obligations to comply with the data protection requirements.
 - vii. Provide the Green Institute with full assistance in relation to any such request or complaint and assist the Green Institute to fulfil its obligation to respond to the requests for rectification, deletion and objection, to provide information on data processing to data subjects and to notify personal data breaches;
 - viii. Allow for and contribute to checks and audits, including inspections, conducted or mandated by the Green Institute or by any authorised third auditing person. The Provider shall immediately inform the Green Institute of any audit not conducted or mandated by the Green Institute;
 - ix. Not process nor transfer personal data outside the jurisdiction of a Green Institute Member State without the prior authorisation of the Green Institute and provided that an adequate level of protection is guaranteed by law or by ad hoc or approved standardised safeguards (such as binding corporate rules) in the jurisdiction of the recipient;



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Municipality of Pogradec



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- x. Make available to the Green Institute all information necessary to demonstrate compliance with the obligations under the contract in connection with the processing of personal data and the rights of data subjects;
- xi. Upon the Green Institute 's request, delete or return to the Green Institute all personal data and any existing copies, unless the applicable law requires storage of the personal data.

3.9 Parallel Activities

Where the Provider is a natural person who is employed in parallel to this Contract, they hereby confirm that they:

- a) have been granted approval from their employer to perform paid services for the Green Institute under this Contract, and/or
- b) have been granted leave during the performance of their obligations under this Contract.

3.10 Other obligations

- 3.10.1. In the performance of the present contract, the Provider undertakes to comply with the applicable principles, rules and values of the Green Institute.
- 3.10.2. The Staff Regulations and the rules concerning temporary staff members shall not apply to the Provider.
- 3.10.3. Nothing in this contract may be construed as conferring on the Provider the capacity of a Green Institute staff member or employee.

ARTICLE 4 – FEES, EXPENSES AND MODE OF PAYMENT

4.1 Ordering

- 4.1.1. Each time an Order Form is sent, the selected Provider undertakes to take all the necessary measures to send it **signed** to the Green Institute within the deadline indicated in the Tender File. If this Provider is unable to take the Order or if no reply is given on his behalf within that deadline, the Green Institute may call on another Provider, if any, in accordance with the terms of the Tender File.
- 4.1.2. An Order Form is considered to be legally binding when the Order, signed by the Provider, is approved by the Green Institute, by displaying a Green Institute 's Purchase Order number on the Order, as well as by signing and stamping the Order concerned. Copy of each approved Order Form shall be sent to the Provider, to the extent possible on the day of its signature.
- 4.1.3. In return for the fulfilment by the Provider of its obligations under each Order, the Green Institute undertakes to pay the Provider the fees as indicated in the relevant Order Form, in the currency specified in the Table of fees.
- 4.1.4. Amounts/Fees indicated in this Contract and in each Order are final and not subject to review.

4.2 VAT

- 4.2.1. Should the Provider not be subject to VAT, the amount invoiced shall be net fixed amount. Should the Provider be subject to VAT, the amount shall be invoiced as indicated in Articles 4.2.2 to 4.2.5.
- 4.2.2. Should the deliverables be taxable in France, the amount invoiced shall be VAT inclusive.
- 4.2.3. Should the deliverables be taxable in another EU country, and unless otherwise agreed between the Parties, the Green Institute will provide the Provider with an exemption certificate prior to the signature of the contract. The exemption certificate sent by the Green Institute should be retained by the Provider and presented to the relevant tax authorities to justify tax-free invoicing.
- 4.2.4. Should the deliverables be taxable in a non-EU country, the amount invoiced will not include VAT if the local (national) legislation allows for it, as the Green Institute enjoys tax exemption according to the local tax office. Otherwise, it shall include VAT.

4.3 Invoicing and payment

- 4.3.1. For each Order completed, and upon acceptance of the Deliverable(s) by the Green Institute, the Provider shall submit an invoice or a request for payment in triplicate and in the currency specified in the Table of fees, in conformity with the applicable legislation.
- 4.3.2. Before accepting the Deliverable(s), the Green Institute reserves the right to ask the Provider to submit any other document or information that may serve the purpose of establishing that the Contract has been duly executed.



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- 4.3.3. In the case of event organisation, the Provider shall in any case submit any document that proves that the event took place, including but not limited to an attendance sheet broken down into half days specifying the location, date(s) and time(s) of the event(s) or activity(ies), to be individually signed by each participant and the Provider.
- 4.3.4. The payment for the Deliverables to be paid by the Green Institute shall be made within 60 calendar days of submission of the invoice described in Article 4.3.1, subject to the submission of the Deliverable(s) described in the Terms of reference and its/their acceptance by the Green Institute.
- 4.3.5. Advance payments are subject to a written agreement between the parties, on an order by order basis, and should be paid within 60 calendar days upon signature of the Order concerned.

4.4 Other expenses

- 4.4.1. In the event of the Provider being required to travel for the purposes of the contract, it is expected that the fees already include travel and subsistence expenses.

ARTICLE 5 - BREACH OF CONTRACT

- 5.1. In the event that:
 - a) the Provider does not satisfy the conditions laid down in this contract or those resulting from any modifications duly accepted in writing by both parties, in accordance with the provisions of Article 6 below; or
 - b) the Deliverables provided as referred to under Article 1.1 do not reach a satisfactory level; or
 - c) the Provider is in any of the situations listed in Article 11.2.the Green Institute may consider there to have been a breach of contract and may consequently refuse to pay to the Provider the amounts referred to in Article 4.1 and Article 4.4 above.
- 5.2. In the cases described in paragraph 5.1 above, the Green Institute reserves further, at any moment and further to prior notification to the Provider, the right to terminate the contract in all or in part. In case of termination, the Green Institute shall pay only the amount corresponding to the deliverables actually and satisfactorily provided at the time of termination of the contract and shall request reimbursement of the sums already paid for Deliverables not provided. In case of partial termination, the obligations of the parties shall endure for all deliverables which are not subject of the notification of termination.
- 5.3. The outstanding sums shall be paid to the Green Institute 's bank account within 60 calendar days from the notification in writing by the Green Institute to the Provider regarding the outstanding sums to be paid.

ARTICLE 6 - MODIFICATIONS

- 6.1. The provisions of this contract cannot be modified without the written agreement of both parties. This agreement may take the form of an exchange of emails provided it is done using the contact details specified in Article 8.
- 6.2. Any modification shall not affect elements of the contract which may distort the initial conditions of the tendering procedure or give rise to unequal treatment between the tenderers.
- 6.3. This contract may not be transferred, in full or in part, for money or free of charge, without the Green Institute 's prior authorisation in writing.
- 6.4. The Provider may not subcontract all or part of the Deliverables without the written authorisation of the Green Institute. If authorised to subcontract by the Green Institute, the Provider shall ensure compliance with all contractual conditions by all authorised subcontractors. The Provider shall remain fully liable to the Green Institute for the performance of that subcontractor's obligations.

ARTICLE 7 - CASE OF FORCE MAJEURE

- 7.1. In the event of force majeure, the parties shall be released from the application of this contract without any financial compensation. Force majeure is defined as including the following: major weather problems, earthquake, strikes affecting air travel, attacks, a state of war, health risks or events that would require the Green Institute or the Provider to cancel the contract.
- 7.2. In the event of such circumstances each party shall be required to notify the other party accordingly in writing, within a period of 7 calendar days.

ARTICLE 8 - COMMUNICATION BETWEEN THE PARTIES



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- 8.1. The Contact point within the Green Institute is indicated on the cover page of the Act of Engagement (See page 1 above).
- 8.2. The Provider can be reached through the means indicated in the Act of Engagement (see page 1 above).
- 8.3. Any communication is deemed to have been made when it is received by the receiving party, unless the Contract refers to the date when the communication was sent.
- 8.4. Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in paragraphs 1 and 2 above. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in paragraphs 1 and 2 above. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline, provided the communication is dispatched by another means of communication without further delay.
- 8.5. Mail sent to the Green Institute using the postal services is considered to have been received by the Green Institute on the date on which it is registered by the department identified in paragraph 1 above.
- 8.6. Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

ARTICLE 9 –ACCEPTANCE

The provision of Deliverables referred to in this contract shall be the subject of a written acceptance procedure. If acceptance is refused, the Green Institute shall inform the Provider accordingly, giving reasons, and may set new modalities for the provision of the Deliverables. If acceptance is refused again, the Green Institute may terminate the Contract in whole or in part without previous notice and without paying any financial compensation.

ARTICLE 10 – CONSORTIUM

- 10.1. The Providers have full responsibility for carrying out and complying with the terms of the contract.
- 10.2. The Providers are jointly and severally liable. If a Provider fails to implement its part of the contract, the other Providers become responsible for the carrying out of the Deliverables, unless the Green Institute expressly relieves them of this obligation.
- 10.3. In case of breach of contract, where applicable, the Green Institute will claim back the amounts paid but that were not due under the contract. The coordinator of the consortium is fully liable for repaying the debts of the consortium; even if it has not been the final recipient of those amounts.
- 10.4. The internal roles and responsibilities of the Providers are divided as follows:
 - 10.4.1 The Contracting Authority might design a Team Leader
 - 10.4.2 Each Provider must:
 - (i) inform the Contracting Authority (Green Institute appointed staff) immediately of any events or circumstances likely to affect significantly or delay the performance of the contract and circumstances affecting the award of the contract or compliance with the requirements of the contract;
 - (ii) submit to the Contracting Authority in good time:
 - any other documents or information required by the Green Institute under the contract, unless the contract requires the Provider to submit this information directly;
 - any information requested by the Contracting Authority/ Team Leader in order to verify the state of performance of the Deliverables under the contract, the proper implementation of the contract and compliance with the other obligations under the contract.
 - (iii) give the other Providers access to any pre-existing intellectual property rights needed for the performance of the contract and compliance with the obligations under the Agreement.
 - 10.4.3 The Contracting Authority, with support from the Team Leader must:
 - (i) monitor that the Deliverables are carried out timely and properly, in accordance with the terms of the contract;
 - (ii) act as the intermediary for all communications between the Providers and the project itself (in particular, providing the Green Institute with the information described in Article 10.4.2(ii) immediately), unless the agreed otherwise by the Parties;



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- (iii) request and review any documents or information required by the Green Institute and verify their completeness and correctness before passing them on to the Green Institute;
- (iv) submit the Deliverables to the Green Institute in accordance with the timing and terms of the contract;
- (v) Payments shall be made by the Green Institute to each of the Providers. Green Institute must ensure that the distribution of the payments to the Providers are made without unjustified delay after quality check by the Team Leader and submission of the Mission Plan and Timesheets.

The Provider may not subcontract the above-mentioned tasks.

ARTICLE 11 – CHANGES IN THE PROVIDER’S SITUATION OR STANDING

11.1. The Provider shall inform the Green Institute without delay of any changes in their address or legal domicile or in the address

ARTICLE 12 - DISPUTES

12.1. Any dispute regarding this Contract shall - failing a friendly settlement between the Parties - be submitted to the court or origin of the Contracting Authority.

ARTICLE 13 - ADDRESSES AND BANK DETAILS OF THE PARTIES

The bank details of the Provider are indicated in the Act of Engagement. The bank details of the Green Institute are the following:

- Bank address:
- Bank name:
- Code IBAN:
- SWIFT Code:



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