

Annex 3 Draft Agreement

Projects in Western Balkan countries
Case no. 18/32137
SK project no. TIN 17 KOS Consultancy
NMFA project no. RER-17/0008

Agreement no. 18/xxxxx
On
“Consultancy services within Land Administration”
between
Statens kartverk
and
(Contractor/Consultant)

Contracting period: _____



| | | |
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|  Kartverket | Statens kartverk (Norwegian Mapping Authority) | Status |
| | Project no/name: TIN17 KOS Consultancy Doc. No/name: Agreement SK – (name of company) File-id: 20180618 Consultancy KOS-ALB Draft agreement.docx | Page 2 of 7 Version: 1.0 Date |

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**An agreement governing
Consultancy services within Land Administration
has been concluded between:**

_____ **(Contractor/Consultant)**
and
Statens kartverk (Norwegian Mapping Authority)

This Agreement is written in the English language two valid originals and shall become effective upon the date of signing and shall be in full force until the Work and all obligations have been fulfilled.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in two originals of which SK and the Contractor/Consultant have taken one each.


Place and date:

Place
" ____ " _____ 2018

Place
" ____ " _____ 2018

Statens kartverk
Helge Onsrud
Director
International Services

Contractor/Consultant
Name Surname
Position

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1 PARTIES

This agreement is made between Statens kartverk (SK) - Norwegian Mapping Authority and <Contractor/Consultant>.

2 BACKGROUND

The Norwegian Ministry of Foreign Affairs (NMFA), on behalf of the Norwegian government, is financing a regional project targeting improvements to land administration and mapping in the Western Balkan countries.

The project is implemented by SK International services.

SK is herewith contracting <Contractor/Consultant> to assist SK in planning the implementation of the project activities with the cadaster and mapping agencies in Kosovo and Albania.

The partner institution in Kosovo is the Kosovo Cadastre Agency (KCA).

The partner institutions in Albania are the Albanian Mapping Authority (ASIG), Albanian Hydrographic Office and the Military Geographic Institute.

3 INTERPRETATION

3.1 Appendices

The Agreement consists of;

1. This Agreement
2. Tender notice with appendices
3. Tender offer with appendices

In case of any discrepancy between the documents, they shall have priority as numbered above.

4 THE WORK

4.1 Scope of Work

The <Contractor/Consultant> shall support SK in planning the support activities as detailed in the Tender notice.

4.2 Duration

The consultant shall work a total of 375 days spread over the period from October 2018 until end October 2020. The consultant shall work a minimum of ten days per month. The detailed distribution of workdays will be agreed between the winning bidder and the Contracting authority.

4.3 Deliveries

The Consultant shall prepare and deliver reports, plans and specifications as outlined in the Tender notice.

In addition to the deliveries, the Consultant shall fill in and submit Daily Work Distribution - DWD form to SK.


5 CONTACT PERSONS

Contact person at SK

Helge Onsrud, Director, office telephone: +47 32118536, mobile: +47 91398055, e-mail: helge.onsrud@kartverket.no;

Contact person at Contractor/Consultant

Name, office telephone + xxxxxxxxxxx, mobile + xxxxxxxxxxx, e-mail: xxxxxxxxxxxx@xxxx.xx

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Emails shall be used for daily communication with the above persons related to the execution of the Work.

6 GENERAL PROVISIONS

6.1 Language of Documents

The language of the Agreement as well as of all documents related to the execution of the project shall be English, unless otherwise stated in this agreement or agreed between the parties during the execution of the Work.

6.2 Authorized Representatives

For changes or amendments of the Agreement:

SK's authorised representative shall be the Director of SK or his designated representative.

Contractor/Consultant's authorised representative shall be <name, surname> or their designated representative.

7 RATES, INVOICING AND PAYMENT

7.1 Price

The remuneration to the Consultant is:

| No | Description | Rate (EUR) | quantity | Cost (EUR) |
|----|---|------------------------|------------------------|------------|
| 1 | Fee | | 375 days | |
| 2 | Costs for return travels to working place outside the consultants permanent home, estimated | | | |
| | - Return travels using public transportation/taxi, | Cost per return travel | (No of return travels) | |
| | - Return travels using own car. (No of km) | 30 cent € per km | (No of return travels) | |
| 3 | Accommodation/per diem allowance, estimated number of days | 100 | No of days | |
| 4 | Other cost (to be specified by the bidder) | | | |
| | Total price | | | |

The <Contractor/Consultant> is responsible for any payments of taxes, which might be relevant to the execution of the Agreement.


The price includes all related costs – office facilities and supplies at the Consultant's office, telephone, Internet, etc. The Consultant shall use his/her own PC.

7.2 Invoicing and payment

<Contractor/Consultant> shall submit invoices monthly, along with the requested reports and DWD form.

The invoices shall be sent electronically to fakturamottak@kartverket.no

Invoices will be paid within 30 days of issue.

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8 FORMAL NOTICES OR REQUESTS

Formal notices or requests are deemed to be duly given or made when they have been delivered in writing to the following addresses:

To **SK**: post@kartverket.no ; att.: Helge Onsrud with reference TIN 17 KOS Consultancy 2018-2020

Address: NO-3507 Hønefoss, Norway

To **Consultant**: Company name, e-mail: [xxxxxxxxxxxx@xxxx.xx](#); [Address](#)

9 AMENDMENTS

Amendments to this agreement shall use a template provided by SK, be numbered and duly signed.

10 TERMINATION

Unless otherwise agreed, the one party is entitled to terminate the Agreement with immediate effect by notifying the other party when the other party is in substantial breach of the Agreement.

The SK shall with 60 days notice have the right to terminate the Agreement in whole or in part by written notice to the Consultant.

The termination notice shall

- State the reasons for the termination,
- State the date on which the termination will take effect, and
- Instruct the Consultant how to proceed in the circumstances.

In the case where the termination is not caused by a breach of the Agreement by the Consultant, the SK shall pay to the Consultant:

The unpaid balance due to the Consultant for that part of the Work already performed, and

All documented necessary termination charges and administration costs incurred by the Consultant in connection with the termination.

The SK is entitled to terminate the contract with immediate effect if the Consultant becomes insolvent.

The Consultant shall in case of termination deliver to the SK all reports, plans, specifications and other documents which SK is entitled to use to complete the Work itself or with the help of others.


11 FORCE MAJEURE

In the event of any delay in performance by either party due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or acts of God beyond the reasonable control of such party, the party affected thereby shall be under no liability for loss or injury suffered by the other party as a result thereof. The performance of such obligation by the party affected thereby shall be suspended during such delay.

Upon cessation of the cause of such delay, this Agreement shall again become fully operative and such affected party shall immediately rectify such delay in performance. If such delay pertains to a material obligation of the party affected and such delay exceed 6 (six) months, either party shall be entitled to terminate this Agreement by written notice to the other.

12 CHOICE OF LAW AND RESOLUTION OF DISPUTES

This Agreement shall be governed exclusively in accordance with Norwegian law.

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Any disputes arising concerning the implementation or interpretation of this Agreement shall be attempted resolved by and negotiations between the parties with the purpose of securing a successful implementation of the Project. If such negotiations fail to resolve the dispute within 3 months, then either of the parties may demand that the matter shall be resolved with final effect by Norwegian courts.

Correct legal venue is the City Court of Oslo, Norway.