

SERVICE CONTRACT  
FOR THE BILATERAL PROJECT  
**Integrated farming III.**

Concluded by and between

**Mendel University in Brno**

Registered seat at: Zemědělská 1665/1, 613 00 Brno

Represented by: [REDACTED]

Business ID: 62156489

Tax ID:

Tel./Fax: [REDACTED]

E-mail: [REDACTED]

Bank details: [REDACTED] Černá Pole, Merhautova 1, 631 32 Brno, Česká republika

Hereinafter the **“Customer”** or **“MENDELU”**

And

**Caritas Czech Republic,**

Registered seat at: Vladislavova 1460/12, 110 00 Prague, Czech Republic

Represented on the basis of power of attorney by: [REDACTED]

Business ID: 70100969

Tax ID: CZ70100969

Tel./ Fax: +420 296 243 330 / 296 243 333

E-mail: [REDACTED]

Bank details: [REDACTED] Národní 9/1010, 110 00

Hereinafter referred to as **“Contractor”** or **“CCR”**

## I. Service Description

Customer hereto the Contractor undertakes to perform the following tasks: The Contractor avails its expertise for the project “**Integrated farming III**” its following activities (applicable for 2022-2024):

### **Gender mainstreaming**

*2022: Revision of Gender Action plan inclusive of training and practical focus group discussions*

*2023: On-site follow-up of implementation of GAP and recommendations*

*2024: On-site follow-up of implementation of GAP and final report evaluation*

### **Financial services**

*2022: On-site assessment of access to financial services in project districts and written report inclusive of recommendations*

*2023: Training of trainers on Financial Literacy and Rural Enterprise Growth innovation, on-site/off-site regular monitoring of financial groups*

*2024: On-site/off-site regular monitoring of financial groups and final evaluation analysis of data on financial inclusion*

Date of commencement: 1<sup>st</sup> January 2022

Date of completion: 31<sup>st</sup> December 2024

Place of performance: Project sites in Mongu, Nalolo, Limulunga and Senanga

This document is adapted version from CCR’s similar service contract with CCR’s permission.

## II. Obligations of contracting parties

### Obligations of Contractor:

- i. agrees to provide its services in quality required by CZDA and timely manner and cooperate with the Customer;
- ii. Provides general technical support to MENDELU throughout project implementation
- iii. makes necessary assessment and preparation for the above-mentioned activities;
- iv. provides the following deliverables (2021-2023):
  - a. Gender mainstreaming
    - i. 2022: Revision of Gender Action plan inclusive of training and practical focus group discussions
    - ii. 2023: On-site follow-up of implementation of GAP and recommendations
    - iii. 2024: On-site follow-up of implementation of GAP and final report evaluation
  - b. Financial services
    - i. 2022: On-site assessment of access to financial services in project districts and written report inclusive of recommendations
    - ii. 2023: Training of trainers on Financial Literacy and Rural Enterprise Growth innovation, on-site/off-site regular monitoring of financial groups
    - iii. 2024: On-site/off-site regular monitoring of financial groups and final evaluation analysis of data on financial inclusion.
- v. The Contractor is obliged to regularly inform MENDELU on the Project implementation and production of Deliverables. Reports in English shall be delivered as stated below:
  - a. Annual narrative report shall be submitted **by 15<sup>th</sup> December** of the same year.
- vii. The Contractor undertakes to follow MENDELU instructions and decisions regarding the Project implementation. If the supply of the deliverables as per Article II, (iv) is delayed by more than 3 months or repeatedly, or the deliverables repeatedly fail to meet requested minimum standards without any serious external reasons, the Contractor undertakes to replace the project staff upon request of MENDELU.
- viii. MENDELU reserves the right to ask in writing for provision of written information on implementation of the Project at any time, including beyond the terms stipulated herein. The Contractor is obliged to submit the information on implementation of the Project

based on a request pursuant to the preceding sentence within 5 working days from the delivery of this invitation.

- vi. The Contractor is obliged to cooperate with an auditor commissioned by MENDELU or the Donor to carry out Project expenditures verification. Specifically, the Contractor is obliged to answer auditor's questions and provide both copies and / or original versions of relevant financial documents or any other documents deemed necessary by the auditor. The Contractor is also obliged to cooperate in this way with any other person authorised by CCR or the Donor to check project expenditures or the Contractor's compliance with procedures stipulated by this Contract.
- vii. meet the Customer standards and policies in terms of safeguarding of individuals and communities that receive the assistance and support of the Project. Specifically:
  - a) commits to have in place a Safeguarding policy and share it with the Customer within 2 weeks of signing this contract
  - b) run background checks of staff which will be directly involved in the implementation of the activities
  - c) agrees that any breach of the Safeguarding policy towards sexual exploitation and abuse committed by any representative of the Contractor performing duties related to the Project shall be reported without any delays in writing to the Program manager
- viii. The Contractor undertakes to follow MENDELU instructions and decisions regarding the Project implementation.

**Obligations of Customer:**

- i. present all information that may be useful for the implementation of the activities to the Contractor before the start of cooperation;
- ii. mobilise resources (economic, staff and beneficiaries) in a timely manner, as agreed with the Contractor;
- iii. agrees that, in the event of delay in payment, the Contractor will suspend the delivery of its service until fulfilment of the payments.

### **III. Project implementation costs and terms of payment**

- i. The Contractor undertakes to use the Project Budget exclusively for the settlement of the costs connected directly with the Project implementation according to this Contract, incurred and paid between 1.1.2022 and 31.12.2022.
- ii. Costs must be reported in the reporting period in which they were incurred. Unreported costs or Costs reported in other reporting period will be deemed ineligible and shall be covered by the Contractor.
- iii. For providing the services, the Contractor shall be financially compensated. For performing the work in 2022, the Customer shall pay the Contractor the amount of **CZK 100 000,00 (one hundred thousand Czech Crowns only)** which will be paid in two instalments, as follows:
  - a. The **first 50%** of the total amount (**CZK 50 000,00**) to be paid upon signature/within 15 calendar days after MENDELU receives the invoice submitted by CCR. Together with the invoice, the subcontractor is obliged to submit a list of activities covered from the first instalment if there are any.
  - b. The **final 50%** of the total amount (**CZK 50,000**) to be paid within 10 days after the final Project narrative and financial report have been approved by MENDELU and upon submission of Invoice to CCR by the Contractor. Together with the invoice, the subcontractor is obliged to submit a list of activities covered from the second instalment.
- iv. Details of the compensation are found in the CCR\_IFS3 Budget 2022 (Annex 2 of this Contract). Payment shall be paid by bank transfer and Proof of Payment shall be shared by MENDELU.

### **IV. Penalties and Circumstances excluding Liability**

- i. Should the Contractor grossly violate any of its duties set forth herein, in particular, should it:
  - a. fail to perform any of the Project activities according to Article II, iv. without any serious reasons or should it perform the Project activities in an insufficient scope or quality;
  - b. not provide all relevant information on implementation of Project activities;
  - c. threaten implementation of the Project due to negligence, misconduct or ill-practice;
  - d. provide false or misleading information on project activities implementation or project budget spending;

- e. threaten good reputation of MENDELU by an intentional or grossly negligent act,
- f. fail to meet MENDELU guidelines, policies and instructions,
- ii. MENDELU is entitled to withdraw from this Contract immediately by a written notice. The effective date of the withdrawal shall be the date of demonstrable delivery of the notice to the Contractor; for this purpose, also a copy or a scan of the original is considered such written notice.
- iii. Should MENDELU violate any of its duties pursuant to Article III (iii), the Contractor is entitled to withdraw from this Contract immediately by a written notice. The effective date of the withdrawal shall be the date of demonstrable delivery of the notice to MENDELU; for this purpose, also a copy or a scan of the original is considered such written notice.
- iv. MENDELU is entitled to not transfer the second instalment pursuant to Article III(iii)(b) of this Contract should the Contractor fail to provide the deliverables in sufficient quality and detail and/or should the Contractor fail to provide the annual report in sufficient quality and detail or within the stipulated deadline.
- v. If any of the Deliverables is not delivered in required quality and time, MENDELU is entitled to deem the expenditures linked to the given Deliverable ineligible and not to reimburse them from the Project budget.
- vi. In case any of the expenditures incurred by the Contractor is deemed ineligible by the donor or an external auditor commissioned by the donor due to whatever reason on the Contractor's side, and MENDELU is obliged to reimburse the donor for those costs, the Contractor shall be simultaneously obliged to return the equivalent amount to MENDELU within one month after receiving written notice.

#### **V. Contract termination and amendments**

- i. This Agreement may be terminated with immediate effect by any of the parties in written form, whereby conditions are not observed and fulfilled. Any amendment of this contract can be done by the Customer, upon agreement with the Contractor.

#### **VI. Miscellaneous**

- i. This Contract is concluded for a fixed term commencing on 1<sup>st</sup> January 2022 and ending on 31<sup>st</sup> December 2024. The Contract is valid for the whole project implementation while for each calendar year a new Amendment to the contract with year specific remuneration details will be signed in order to update all annexes to the current project conditions. The donor Czech Development Agency guarantees the financing per calendar year based on submitted and approved proposal for each year. Therefore, the Customer cannot guarantee to the Contractor the amount for each following year at the time of the signature of this contract.
- ii. The Contract is made in two counterparts in English with the force of originals. Each of the contracting parties shall receive one counterpart.
- iii. Any and all changes of or amendments to this Contract shall be made only based on a mutual agreement of both contracting parties and exclusively in the form of a written and duly numbered amendment, unless agreed otherwise.
- iv. Any potential disputes and disagreements arising therefrom shall be settled pursuant to laws of the Republic of Zambia.

### Annexes

Annex 1 Deliverables\_CCR\_IFS 3

Annex 2 CCER\_IFS3 Budget 2022

In Prague

Date \_\_\_\_\_.

Read and signed



Customer



Contractor



Mendelova univerzita v Brně



Caritas Czech Republic