

PROJECT “[PROJECT TITLE]”
[AGREEMENT OR REFERENCE NO.]
SERVICE CONTRACT

[Name of the Organisation], (“the Organisation”), with legal seat in [address], legally represented by Mr/Mrs. [Name of legal representative], [Function]
for the one part,

and

Mr/Mrs. [name of the external collaborator], resident in [address], VAT registration number [VAT no.], hereinafter referred to as “the Contractor”,
for the other part,

Have agreed the following conditions:

Article 1 - Subject

(1.1) The contractor shall operate as [function] in the project “[PROJECT TITLE]”, implemented by the Organisation and granted by [funding institution] with its funding programme “[Name of the funding programme]”.

(1.2) Within this framework the contractor shall perform the tasks defined hereunder:

³⁵₁₇ [description of the task]

(1.3) The present contract does not establish any link of subordination between parties which could lead to an employment contract. As a consequence,

³⁵₁₇ the contractor is not bound to specific working hours.

³⁵₁₇ the contractor is not bound to dedicate all his time to the execution of the present contract and may work under any form he wishes for other companies.

³⁵₁₇ the contractor organises his activities.

³⁵₁₇ the contractor will be responsible for all social and fiscal obligations applicable to independent workers in the country of residence.

(1.4) For the execution of the assigned tasks, the Contractor will coordinate with the referent of the project:

[Name of the project manager
phone number
email].

Article 2 - Duration

(2.1) The contract shall enter into force on the date on which the last contracting party signs it.

(2.2) Execution of the tasks shall start from [date] and will have to be achieved by [date] at the latest. The period of execution of the tasks may be extended only with the express written agreement of the parties before the tasks have been completed.

Article 3 - Remuneration

(3.1) The Organisation undertakes to pay the contractor, in consideration of tasks executed under this contract, a daily fee of [amount expressed in local currency].

(3.2) The maximum total amount to be paid by the Organisation under the Contract shall be [amount expressed in local currency], corresponding to [No.] working days and covering all executed tasks.

(3.3) Any further cost related to the implementation of the tasks assigned (i.e. travel, subsistence expenses) must be approved by the Organisation and shall be reimbursed by the Organisation.

Article 4 - Terms of Payment

(4.1) For the payment of the remuneration, the following schedule is agreed:

- 1st payment of [amount expressed in local currency] by [date]
- 2nd payment of [amount expressed in local currency] by [date]
- 3rd payment of [amount expressed in local currency] by [date]
- 4th payment of [amount expressed in local currency] by [date]

(4.2) The Contractor must send the appropriate invoice or request for payment by letter to the Organisation at the address mentioned below:

[address of the Organisation]

In order to be admissible, the invoice or request for payment must include the following information:

- ³⁵/₁₇ Name and address of the contractor
- ³⁵/₁₇ Task assigned
- ³⁵/₁₇ The number of days performed and the total fee (correctly calculated)
- ³⁵/₁₇ Date and signature

and be accompanied by time sheets, indicating working hours and activity/tasks performed, signed and dated.

(4.3) Payments shall be made within 30 days of the reception of an admissible invoice or request for payment to the contractor's bank account, identified as follows:

Name of bank:	
Exact designation of account holder:	
Full account number including codes:	
IBAN	

Article 5 - General administrative provisions

(5.1) Both parties to the present contract hereby agree that any modification to it shall be made in writing.

(5.2) Any communication relating to the contract, including the request for payment referred to in Article 4 shall be made in writing and shall be sent to the following addresses:

The Organisation:

[Name]
[address]
[E-mail]

The Contractor:

[Name]
[address]
[E-mail]

Article 6 - Applicable law and settlement of disputes

(6.1) The contract shall be governed by the national substantive law of [country].

(6.2) Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of [country].

SIGNATURES

For the Contractor,

For the Organisation,

(signature)

(signature)

Done at : _____

Done at: _____

Date: _____

Date: _____

In triplicate in English.

Please, return three copies signed in original to the person indicated in article 5.2.