

# Service Contract

in accordance with § 1746 S. 2 of Act No. 89/2012 Coll., the Civil Code, as amended  
(hereinafter referred to as “Contract”)

## **Caritas Czech Republic**

Registered seat at Vladislavova 1460/12, 110 00 Prague 1, Czech Republic

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Tax ID: CZ70100969

Tel./Fax: +420 296 243 344

Represented on the basis of the power of attorney by: Jakub Líčka, Secretary  
General

(hereinafter referred to as “CCR”)

and

## **Name**

Permanent Address: xxx

ID number: xxx

## Bank details

Bank name: xxx

Bank address: xxx

IBAN: xxx

SWIFT: xxx

Currency: xxx

(hereinafter referred to as “Evaluator”)

(CCR and Evaluator hereinafter jointly referred to as “Contracting parties”)

## **Article I.**

### **Preamble**

1. CCR is a legal entity registered in the Register of legal entities held by the Ministry of Culture of the Czech Republic according to the Act No. 3/2002 Coll., on Churches and Religious Associations, as amended. CCR is implementing development project titled “Supporting a Greener and More Energy Efficient Industry in Mongolia”(hereinafter referred to as “Project”) funded by the European Union, the Czech Development Agency, the Swedish Government and the Mongolian National Chamber of Commerce and Industry.
2. The evaluator is xxx.

**Article II.**  
**Object of the Contract**

1. The subject-matter of this Contract is the commitment of the Evaluator to conduct external evaluation of the Project and prepare an evaluation report (hereinafter referred to as “**Service**”) and the commitment of CCR to pay for the evaluation the price agreed.

**Article III.**  
**Rights and Obligations of the Contracting Parties**

1. The Evaluator undertakes to conduct external Project evaluation. The evaluation will focus at least on the following topics and questions:

Project relevance

- Relevance of the project objectives and expected results to the needs of the country, target groups and beneficiaries
- Relevance of the project objectives and expected results to the expectations of the main stakeholders
- Complementarity of the project to other actions in the field of sustainable consumption and production in Mongolia
- Ability of the project management to adjust the project to changing context in the given sector

Progress made towards the achievement of results

- Fulfilment of the project objectives and results against the project timeframe
- Reasons for delays in achieving project objectives and results (if applicable)

Project impact on target groups and final beneficiaries

- Impact of the project on target groups, beneficiaries, local partners and other local stakeholders
- Impact of the project on the construction sector in general
- Contribution of the project to achievement of relevant national development strategies
- Changes in policy environment attributable to the project

Efficiency

- Efficiency of the financial resources needed to achieve the existing outputs / results
- Efficiency of the human resources needed to achieve the existing outputs / results

### Sustainability and replication prospects

- Prospects for profitability of production of the fly ash construction materials developed by the project
- Prospects for future application and dissemination of the construction techniques introduced by the project

### Project management and organization

- Appropriateness of the division of roles between CCR and other project partners
- Effectivity of the communication between CCR, project partners and other stakeholders
- Level of local stakeholders' (including beneficiaries, government and the local partners) participation in project implementation
- Visibility of the project and its funding (does it meet respective donors' requirements, is it sufficient or not)
- Arrangement and transparency of project documents (documents proving implementation of activities, achievement of results and objectives, financial documents) keeping
- Effectiveness of CCR internal project monitoring mechanisms (monitoring of partners' performance, project events, measurement of impact of the trainings etc.)

### Recommendations

- Measures needed to increase sustainability and replication prospects
  - Measures needed to increase project benefit for the target groups and other stakeholders
  - Organizational and management changes needed to improve the project management and administration (if applicable)
2. The Evaluator undertakes to prepare evaluation report based on the Project evaluation according to Article III. Section 1. of this Contract and to submit it to the responsible person (named later) of CCR in the electronic format on June 17, 2016 at the latest. The evaluation report must have between 30 and 40 standard pages (800 characters / page). The evaluation report must contain the following chapters: summary, context, methodology applied, findings, conclusion and recommendations.
  3. The Evaluator undertakes to provide the Service under this Contract with all the professional care and to observe the legal regulations concerning the provided Service.
  4. While conducting the Project evaluation according to Article III. Section 1. of this Contract the Evaluator shall apply the methodology specified in the Evaluation plan (**Annex 1**).
  5. While conducting the evaluation under this Contract, the Evaluator undertakes to adhere to the standards of the Czech Evaluation Society (**Annex 3**).

6. The Evaluator shall be responsible for arranging the transportation to and from Mongolia (when applicable), accommodation during the field data collection and any and all other arrangements not to be carried out by CCR under this Contract.
7. While conducting the evaluation under this Contract, the Evaluator is obliged to ensure the visibility of the European Commission, the Czech Development Cooperation Programme and CCR whenever relevant and possible. When preparing the graphical design of the evaluation report, the Evaluator is obliged to use logos of the European Commission, the Czech Development Cooperation Programme and CCR (**Annex 2**). All the logos according to the preceding sentence shall be of the same size. Concrete visibility activities and measures are to be agreed in advance by the responsible persons of the Contracting parties.
8. In case of occurrence of the obstacles the origin and duration of which are independent of the will of the Evaluator and which prevent or significantly impede by its nature the fulfilment of the duties of the Evaluator set forth under this Contract, the Evaluator undertakes to report such obstacles to CCR by a written notice within three (3) days of their occurrence, so that CCR is able to validly refer to them.
9. CCR undertakes to provide the Evaluator with transportation in Mongolia during the field data collection.
10. CCR undertakes to provide the Evaluator with any and all information and documents in the disposal of CCR related to the Project which are necessary for the conduct of the Evaluator's Service under this Contract.
11. CCR undertakes to arrange interviews between the Evaluator and CCR's staff involved in the Project.
12. CCR undertakes to provide the Evaluator with contact details of the Project partners, target groups and stakeholders.
13. Within thirty (30) days after the submission of the evaluation report according to Article III. Section 2. of this Contract CCR is obliged to approve it or request its completion, both in a form of a written notice.
14. Upon submission of the evaluation report and its approval by CCR according to Article III. Section 13. of this Contract CCR is obliged to provide the Evaluator with the remuneration under the conditions specified in Article V. of this Contract.

#### **Article IV. Communication**

Person in charge of liaising on behalf of CCR with the Evaluator (hereinafter referred to as "**Responsible person**") shall be Thibault Chapoy, Head of mission of CCR in Mongolia, thibault.chapoy@charita.cz, +976-95-97-55-09.

**Article V.**  
**Price of the Service**

1. The total price to be paid by CCR for the provision of the Service under this Contract is xx EUR. The price according to the preceding sentence includes remuneration for the Evaluator, any and all costs incurred by the Evaluator related to the provision of the Service under this Contract and all related taxes and fees required by law.
2. The Contracting parties have agreed the price of the Service according to Article V. Section 1. of this Contract is final and cannot be increased under any circumstances. The Evaluator is not entitled to demand reimbursement of any expenses exceeding the total price of the Service according to Article V. Section 1. of this Contract.
3. The price of the Service according to Article V. Section 1. of this Contract shall be paid by CCR to the Evaluator's bank account within ten (10) working days after the evaluation report has been approved by CCR according to Article III. Section 13. of this Contract. The payment according to the preceding sentence shall be made on the basis of an invoice sent by the Evaluator to CCR together with the evaluation report.
4. The Contracting parties have agreed the price of the Service according to Article V. Section 1. of this Contract shall be paid by CCR only in case the evaluation report executed by the Evaluator fully complies with the specification stipulated in Article III. Section 2. of this Contract and in the Evaluation plan (**Annex 1**).
5. In case of a premature termination of this Contract by reasons which are independent of the will of the Evaluator, CCR shall reimburse the Evaluator for the provable costs already incurred in connection with the provision of the Service under this Contract.
6. The Evaluator shall be responsible for and shall pay any and all taxes, fees, fines, health and social insurance and contributions that are required by law to be paid in connection with the provision of Service under this Contract. CCR does not assume any responsibility for the fulfilment of the duties according to the preceding sentence by the Evaluator

**Article VI.**  
**Penalties and Circumstances Excluding Liability**

1. Should the Evaluator grossly violate any of its duties set forth under this Contract, particularly should it fail to fulfil its obligations according to Article III. of this Contract without any serious reason, CCR is entitled to withdraw from this Contract immediately by a written notice. The effective date of the withdrawal shall be the date of demonstrable service of the notice according to the preceding sentence on the Evaluator; for this purpose, also a copy or a scan of the original is considered a written notice. In case of withdrawal from the Contract pursuant to the preceding sentence CCR is not obliged to reimburse the

Evaluator for the costs already incurred by the Evaluator in connection with the provision of the Service under this Contract.

2. The provisions of Article VI. Section 1. of this Contract shall not apply should the Evaluator face obstacles the origin and duration of which are independent of its will and which prevent or significantly impede by its nature the fulfilment of the duties of the Evaluator set forth under this Contract, provided the Evaluator report such obstacles to CCR according to Article III. Section 8. of this Contract.

## **Article VII. Final Provisions**

1. This Contract shall come into force immediately after signing by both Contracting parties.
2. This Contract is elaborated in two (2) counterparts with the force of originals of which each of the Contracting parties shall receive one.
3. Any and all changes of and amendments to this Contract shall be only made based on a mutual agreement of both Contracting parties and exclusively in the form of written and duly numbered amendments.
4. Any of the Contracting parties can repudiate this Contract; it can do so only by means of a written notice served on the other Contracting party. If not set otherwise in particular cases, the notice period is fifteen (15) days from the date the written notice was demonstrably served on the other Contracting party.
5. Any rights and obligations of the Contracting parties not explicitly regulated by this Contract follow the laws of the Czech Republic, particularly Act No. 89/2012 Coll., Civil Code, as amended.
6. Should any provision, or any portion thereof, contained in this Contract be held to be unconstitutional, invalid, or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
7. Should there be any disputes related to this Contract, the Contracting parties undertake to settle them primarily by agreement; should no agreement be reached they shall refer the dispute to a general court in the Czech Republic under whose jurisdiction CCR falls based on its registered seat.
8. The Contracting parties declare that they have read this Contract, understand its contents and consent to it, in witness whereof their authorized representatives attach their own signatures and stamps.

The following annexes are indispensable part of this Contract:

Annex 1: Evaluation plan

Annex 2: Logos

Annex 3: Czech Evaluation Society standards

In Prague, on .....

In xxx, on .....

**On behalf of CCR**  
**Jakub Líčka**  
**Secretary General**

xxx

Vladislavova 12  
Praha 1, 110 00

xxx

.....  
Signature

.....  
Signature