



**Contract on engagement on project of significance for BiH
(„Contract“)**

Concluded on 17 February 2020, in Tirana, between:

(i) **Italian Agency for Development Cooperation – Tirana Office** with competences over the Italian Agency for Development Cooperation - **Sarajevo Sub-Office** (hereinafter “**Sarajevo Sub-Office**”), with seat at Čekaluša 51, 71000 Sarajevo, Bosnia and Herzegovina ID no.610173000009, represented by NINO MEROLA

and

(ii) **Gian Marco Agostini** with residence at SUTRI (VT), via delle Rondini n° 5, CAP 01015, passport no. YA3802973 (hereinafter the „**Consultant**“),

hereinafter together referred to as the „**Parties**“, and individually referred to as the „**Party**“,

Preamble

(a) The Parties confirm that the Consultant is employed at "Agenzia Italiana per la Cooperazione allo Sviluppo", with seat in Tirana, Albania (“**AICS Tirana**”), with which employer the Consultant has concluded the employment contract and by which employment contract the mutual rights and obligations between AICS Tirana and Consultant are regulated;

(b) The Parties confirm that Sarajevo Sub-Office is engaged for work on the project “AID 011636 "Support for the management and monitoring of cooperation initiatives in Bosnia and Herzegovina" which project is of significance for BiH (hereinafter the “**Project**”), and which significance for BiH has been determined by the competent authority in BiH;

(c) The Parties confirm that AICS Tirana agrees for the Consultant to be engaged at Sarajevo Sub - Office for the provision of certain services in relation to the Project, and that AICS Tirana agrees to bear the cost of the monthly compensation to the Consultant in relation to his engagement at Sarajevo Sub - Office;

(d) The Parties confirm that the Consultant has a highly qualified education, knowledge and long-lasting experience, which qualifications and experience are necessary and of great importance for the successful realization of the Project;

(e) The Parties confirm that Sarajevo Sub - Office agrees for the Consultant to be engaged on the Project, and Sarajevo Sub-Office explicitly confirms that it accepts the Consultant's engagement on the Project;

(f) Since it is necessary for the Consultant to provide certain services to Sarajevo Sub - Office for the successful realization of the Project, and since the Consultant is the key person for the implementation of the Project, thus, the Parties have conclude this Contract, as follows:

Article 1

1.1. The Parties confirm that the Consultant is employed at AICS Tirana and that at no time shall the Consultant be deemed to be an employee of Sarajevo Sub - Office.

1.2. The Consultant shall be engaged, i.e., provide services to Sarajevo Sub-Office in relation to the Project as of 17 February 2020 or from the date of obtaining all necessary permits, particularly the temporary residence permit in BiH, and the engagement of the Consultant shall last until the Project implementation is finished, but no later than 16 February 2021.

1.3. The Consultant shall provide the services for Sarajevo Sub - Office in the seat of Sarajevo Sub - Office, and if the nature of the Project requires, the Consultant shall provide the services on the entire territory of Bosnia and Herzegovina.

Article 2

2.1. The Consultant undertakes to respect the time and schedule of the work as agreed with the Sarajevo Sub-Office on the basis of 36 (thirty-six) hours per week and to perform his work with the utmost diligence and to respect professional secrecy.

2.2. During the working day, the Consultant is entitled to a 28-minute break, which is not regarded as paid working time. The daily working time starts at 9.00 am and ends at 16.30.

2.3. In cases of exceptional workload and of the explicit request of Sarajevo Sub-Office, the Consultant may also work beyond working hours. The additional working hours shall be distributed and compensated in compliance with the applicable legislation and internal rules of Sarajevo Sub-Office.

Article 3

3.1. The Consultant enjoys the right to a holiday period, in proportion to the duration of the contract, of 32 working days on an annual basis. The worker cannot renounce to holidays.

3.2. Sarajevo Sub-Office is entitled to paid sick leave right to maximum of forty-five (45) working days sick leave per year, supported with the submission of the relevant medical reports or other evidences as may be requested by Sarajevo Sub-Office on a case-by-case basis. All other types of paid leaves will be provided in accordance with the applicable legislation and internal policies of Sarajevo Sub-Office.

Article 4

4.1. The Consultant shall, during the engagement at Sarajevo Sub - Office and the engagement on the Project, provide the services in relation to the implementation of the Project, attached as Schedule 1 of this Contract. Consequent indications will be issued with specific service instructions by the authorized representative of Sarajevo Sub - Office.

Article 5

5.1. Besides the description of services stated in Article 4 of this Contract, the Consultant is obliged to perform other services necessary for the implementation of the Project, in accordance with the instructions of the authorized representative of Sarajevo Sub - Office.

5.2. Sarajevo Sub - Office and persons authorized by Sarajevo Sub-Office shall have the right to supervise and defined the nature of the Consultant's engagement at Sarajevo Sub - Office in relation to the Project, and Sarajevo Sub - Office shall have the right to issue instructions in accordance with the



responsibilities and goals of work on the Project in the period during which the Consultant shall provide the services to Sarajevo Sub - Office in accordance with this Contract.

Article 6

6.1. The Parties confirm that the Consultant shall continue to receive the salary and all accompanying compensations based on the employment at AICS Tirana, all in accordance with the concluded employment contract between AICS Tirana and the Consultant.

6.2. The Consultant shall, for the engagement and provision of services for Sarajevo Sub - Office in relation to the Project, have right to a monthly compensation in the net amount of EURO 7.852,00 which compensation shall be born entirely by Sarajevo Sub - Office .

Article 7

7.1. Duly prior authorized expenses, incurred by the Consultant during the performance of his tasks and duties, shall be invoiced and tracked by himself through an expenses report (with all receipts attached), which shall be subject to formal approval by Sarajevo Sub – Office before being reimbursed.

7.2. Sarajevo Sub - Office undertakes to bear possible tax obligations in Bosnia and Herzegovina which may arise as the result of the Consultant's engagement on the basis of this Contract.

Article 8

8.1. Sarajevo Sub - Office undertakes to enable the Consultant access to all relevant and documents and information necessary for the provision of the services and engagement on the Project.

8.2. The Consultant undertakes to provide his services in accordance with the applicable laws, applicable professional standards and internal acts of Sarajevo Sub - Office .

Article 9

9.1. The Consultant shall not disclose any confidential information relating to, the Project or the activities of Sarajevo Sub - Office, including but not limited to any documents or information (whether commercial, financial or technical nature or which are identified as being confidential), to any third party or the Sarajevo Sub-Office's employees, unless such disclosure is necessary and in so far as considered necessary for the purpose of the Project implementation.

9.2. The Consultant shall withhold all confidential information from any other person directly or indirectly for the period of duration of this Contract and following the expiry and/or termination of this Contract, for indefinite period of time, except for and in case that disclosure of such information is required by law.

Article 10

10.1. The Consultant undertakes to immediately return to his country of origin upon the expiry of this Contract or upon termination of this Contract, all in accordance with the conditions in the permit for temporary residence in BiH and regulations which regulate temporary residence in BiH.

Article 11

11.1. In event of unilateral termination of this Contract or expiry of the period to which the Contract is concluded, the Consultant is obliged to return to Sarajevo Sub - Office all written correspondence,



archives, computer files, contract and all other documents as well as the copies thereof, telephones, laptops or other technical equipment (if any), which have been provided, compiled or received by the Consultant and which are in the possession or under control of the Consultant, on the date of expiry or termination of this Contract.

11.2. The Consultant hereby approves and transfers to Sarajevo Sub - Office all rights, titles and interest, including without any limitation the right to ownership and disposal of all reports, records, computer files or other documents which the Consultant eventually prepared or persons under his authority in relation to the Project or which could have come in the Consultant's possession in any way during the engagement and provision of the services to Sarajevo Sub-Office in relation to the Project.

11.3. In the case of breach by Consultant of the obligations of this Contract and of the internal regulations of Sarajevo Sub – Office, the Consultant may be subject to the disciplinary measures as provided in the AICS Codes that are considered as integral and inseparable part of this Contract: https://www.aics.gov.it/wp-content/uploads/2019/09/Codice_etico_AICS_BOZZA_2019.pdf

Article 12

12.1. This Contract may be terminated by:

- the expiry of the period to which the Contract has been concluded;
- the unilateral termination by the Consultant or Sarajevo Sub-Office;
- mutual agreement of the Parties.

12.2. Each Party may unilaterally terminate this Contract in a written form without any justification with the termination notice of 15 (fifteen) days.

12.3. Sarajevo Sub-Office may unilaterally terminate this Contract without any justification and without any additional obligations towards the Consultant during or after the expiry of the period of 3 (three) months from the date of commencement of the engagement of the Consultant, referred to in Article 1.2. of this Contract, if during the said period the expected results in relation to the Consultant's engagement on the Project are not achieved.

12.4. At the end of the Contract, the cumulative services carried out by the Consultant will be evaluated according to the format annexed (or to be determined at a later stage) and the evaluation will be duly recorded by Sarajevo Sub-Office with due respect to the applicable law on privacy.

Article 13

13.1. This Contract and all issues in relation to the same shall be interpreted in accordance with the laws of Bosnia and Herzegovina.

13.2. In the event that any provision of this Contract is or subsequently becomes invalid or unenforceable, it shall not affect the validity of the rest of this Contract which will remain in force, and the invalid or unenforceable provision will be replaced by a valid and enforceable provision, all in accordance with relevant laws and regulations.

13.3. The Consultant and Sarajevo Sub-Office shall undertake all measures to amicably and peacefully settle any dispute or disagreement which arise or may arise in relation to this Contract.

13.4. All disputes, differences, controversies or claims between the Parties arising out of or relating to this Contract, including the performance, breach, termination, validity and interpretation thereof, that cannot be resolved amicably between them shall be exclusively, definitively and finally settled by the competent court in Sarajevo.



Article 14

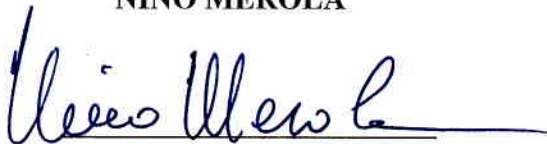
14.1. This Contract is prepared in English language. Both parties confirmed that they fully understand English language used in preparation of the Contract and that they fully accept all their provisions.

Article 15

15.1. This Contract is prepared and executed in 2 (two) identical counterparts, whereby 1 (one) counterpart shall be kept by the Consultant, and 1 (one) counterpart by Sarajevo Sub-Office.

For Sarajevo Sub-Office

NINO MEROLA

A handwritten signature in blue ink, appearing to read 'Nino Merola', written over a horizontal line.

Consultant

GIAN MARCO AGOSTINI

A handwritten signature in blue ink, appearing to read 'Gian Marco Agostini', written over a horizontal line.

Schedule 1 – Job Description:

- Assicurare la corretta e regolare gestione delle iniziative afferenti ai programmi della Cooperazione Italiana in Bosnia ed Erzegovina, sia per gli aspetti di carattere tecnico/specialistico che amministrativo;
- Coadiuvarne la sede AICS di Tirana per gli aspetti tecnici del processo di identificazione, formulazione e/o valutazione delle nuove iniziative nel Paese (quali pre-fattibilità, fattibilità, valutazione tecnico-economiche, congruità dei costi, ecc.);
- Supervisionare, monitorare e valutare iniziative in esecuzione;
- Promuovere, sotto la supervisione del titolare della Sede Estera AICS di Tirana, un coerente e sinergico approccio dei diversi programmi e iniziative in essere finanziate dalla Cooperazione Italiana in Bosnia ed Erzegovina, sostenendo l'impatto di sistema e la visibilità;
- Eventuali ulteriori compiti puntuali che si dovessero rendere necessari, da svolgere su incarico del titolare della Sede Estera AICS di Tirana.

