

SERVICE CONTRACT

DRAFT — forms part of the tender dossier

Contract title: Provision of Training Programmes (WP3 & WP4) and a Mentorship Programme (WP3) for Female Entrepreneurs in Alexandria, Egypt

Project: SheEmpower — Interreg NEXT MED Programme 2021–2027 (Priority 1 / SO 1.2, RSO1.3)

Contract reference: **She/03/2026**

BETWEEN

INNODEV, [legal form], having its registered office at [address], Egypt, represented for the purposes of this contract by [name, position] (“the Contracting Authority”), of the one part,

AND

[Name of the Contractor], [legal form], having its registered office at [address], represented for the purposes of this contract by [name, position] (“the Contractor”), of the other part,

HAVE AGREED AS FOLLOWS:

Article 1 — Subject

- 1.1** The subject of this contract is the provision by the Contractor of in-person training programmes (Work Packages 3 and 4) and a three-month mentorship programme (Work Package 3) for female entrepreneurs and women-led businesses in Alexandria, Egypt, as fully described in the Terms of Reference (Annex II).
- 1.2** The Contractor shall perform the services in accordance with the Terms of Reference and with its Organisation & Methodology and Key Experts.
- 1.3** The place of performance is Alexandria, Egypt (training in person); the mentorship programme may be delivered in person and/or online. The contract is a single lot.

Article 2 — Contract documents and order of precedence

This contract consists of the present Special Conditions and the following annexes, which form an integral part of it. In the event of conflict, the documents prevail in the following order:

- The Special Conditions (this document);
- Annex I — General Conditions for service contracts (PRAG-based, applicable to the Interreg NEXT MED Programme);
- Annex II — Terms of Reference;
- Annex III — Organisation & Methodology and Key Experts (the Contractor's technical offer);
- Annex IV — Budget breakdown (the Contractor's financial offer);
- Annex V — Templates and other documents (financial identification and legal entity forms).

Any reference to “the Practical Guide” or “PRAG” in the annexes is to be read as the procurement rules of the Financial Agreement Annex II applicable to this Programme.

Article 3 — Contract value

- 3.1** The maximum total contract value is **EUR**, all-inclusive. This global price covers all services, deliverables, logistics, materials, taxes and duties, and all fees — including the fees of the WP4 evaluation committee — as set out in the Terms of Reference and the Budget breakdown (Annex B).
- 3.2** The price is a firm, fixed global price and is not revisable. No expense outside the global price will be reimbursed. The Contractor bears all risks relating to performance and may not claim any additional payment for under-estimation of costs.

Article 4 — Duration and period of performance

- 4.1** The contract enters into force on the date on which it is signed by the last of the two parties. Performance shall not begin before that date.
- 4.2** The period of performance is five (5) months from the commencement date specified in the administrative order to start, with services beginning on the indicative date set in the Terms of Reference (last week of August / first week of September 2026).
- 4.3** Any extension of the period of performance requires a written addendum signed by both parties before the original period expires, within the limits of Annex II, point 30.

Article 5 — Payments and pre-financing

Payments shall be made in EUR to the bank account notified by the Contractor (financial identification form, Annex D), against electronic invoices and approved deliverables, in four (4) instalments:

Instalment	Trigger	Document required	% of value
1 — Pre-financing	On entry into force of the contract, against a pre-financing invoice and approval of the Inception Report.	Inception Report + invoice	30%
2 — Interim	On approval of the Interim Report covering the modules delivered to that point.	Interim Report + invoice	40%
3 — Balance	On approval of the Final Report with all annexes and final assessment results.	Final Report + invoice	30%

- 5.1** The Contracting Authority shall approve or reject each report within 30 days of receipt and shall pay approved invoices within 30 days of approval. Periods may be suspended where a report is incomplete or requires clarification; the period resumes on receipt of the corrected document.
- 5.2 Pre-financing guarantee.** As the first instalment is a pre-financing payment, the Contracting Authority may require, before releasing it, a financial guarantee equal to the amount of the pre-financing, released after approval of the Final Report. For a contract of this value, the Contracting Authority may waive this guarantee on the basis of a documented risk assessment.
- 5.3** Each invoice shall quote the contract reference, the instalment number, the bank account and the applicable taxes. The last payment is conditional on acceptance of the Final Report.

Article 6 — Deliverables, reporting and acceptance

- 6.1** The Contractor shall submit the Inception Report, course-level reports, the Interim Report and the Final Report as defined in the Terms of Reference, each with the annexes specified there.
- 6.2** The Contracting Authority's approval of a report constitutes acceptance of the corresponding services for payment purposes. Approval does not relieve the Contractor of liability for defects discovered later.

Article 7 — Obligations of the Contractor

- 7.1** The Contractor shall perform the contract with the required standard of skill and care, in accordance with the contract and to the satisfaction of the Contracting Authority, deploying the key experts named in the technical offer . Any replacement of a key expert requires the prior written approval of the Contracting Authority and an expert of at least equivalent qualifications.
- 7.2** The Contractor shall comply with applicable human-rights, data-protection, environmental, social and labour-law obligations, and shall apply a zero-tolerance policy towards sexual exploitation, abuse and harassment.

Article 8 — Conflict of interest, ethics and confidentiality

- 8.1** The Contractor shall take all necessary measures to prevent any situation of conflict of interest and shall inform the Contracting Authority without delay of any situation that could give rise to one. The ethics and anti-corruption provisions of the Instructions to Tenderers (Section 13) apply to the performance of this contract.
- 8.2** The Contractor and the Contracting Authority shall keep confidential any information received in connection with the contract and shall not use it for purposes other than the performance of the contract without prior written authorisation.

Article 9 — Intellectual property and visibility

- 9.1** The results, reports, training materials and other documents drawn up by the Contractor in performance of the contract become the property of the Contracting Authority. The Contractor grants the Contracting Authority and the Programme the right to use, publish and reproduce them for purposes connected with the project.
- 9.2** All deliverables and visible items shall display the European Union emblem and the statement “Co-funded by the European Union” and comply with the Interreg NEXT MED visibility and communication requirements. The Contractor shall not make any public statement attributing positions to the European Union.
- 9.3** The Contractor shall not use, reproduce, distribute, or display the name, logo, visual identity, or any branding elements of the Contracting Authority, the Project, or the Interreg NEXT MED Programme in any format, including electronic, digital, printed, or promotional materials, without the prior written authorization of the Contracting Authority.

Any approved use shall comply with the applicable communication and visibility requirements provided by the Interreg NEXT MED. Publications shall always incorporate the project logo on the top of the cover page as well as the following disclaimer: “This publication has been produced with the financial assistance of the European Union under the Interreg NEXT MED Programme

Article 10 — Liability, liquidated damages and termination

10.1 The Contractor is liable for any loss or damage caused by the non-performance or defective performance of the contract. The Contracting Authority is not liable for any damage suffered by the Contractor's personnel or property during performance, save where caused by the Contracting Authority.

10.2 Liquidated damages. If the Contractor fails to deliver any report or service within the contractual time limits, the Contracting Authority may, after written notice, apply liquidated damages of 0.5 % of the contract value per day of delay, up to a maximum of 10% of the contract value, without prejudice to the right to terminate.

10.3 Either party may terminate the contract for material breach not remedied within 30 days of written notice. The Contracting Authority may also terminate in the cases provided for in the General Conditions (e.g. fraud, irregularity, exclusion situation, force majeure preventing performance). On termination, the Contractor is paid for services duly performed and accepted up to the date of termination.

Article 11 — Modification

11.1 Any modification of the contract shall be made by written addendum signed by both parties before the end of the period of performance and only within the limits of Annex II, point 30 (in particular, modifications below the applicable thresholds and not altering the subject matter). Changes of address or bank account may be notified in writing without an addendum.

Article 12 — Applicable law and dispute settlement

12.1 This contract is governed by the law of the Arab Republic of Egypt.

12.2 The parties shall seek to settle amicably any dispute arising out of or relating to the contract. Failing amicable settlement within 60 days, the dispute shall be submitted to the competent courts of Alexandria, Arab Republic of Egypt, without prejudice to any applicable provisions of the financing agreement.

Article 13 — Entry into force

13.1 This contract enters into force on the date of the last signature below. It is drawn up in English in two originals, one for each party.

SIGNATURES	
For the Contracting Authority	For the Contractor
Name: _____	Name: _____
Position: _____	Position: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Stamp: _____	Stamp: _____

ANNEXES TO THE CONTRACT

The following annexes form an integral part of this contract:

Annex	Document
Annex I	General Conditions for service contracts (PRAG-based) applicable to the Interreg NEXT MED Programme.
Annex II	Terms of Reference.
Annex III	Organisation & Methodology and Key Experts (the Contractor's technical offer).
Annex IV	Budget breakdown (the Contractor's financial offer).
Annex V	Templates: financial identification form, legal entity file.

End of draft Service Contract (Special Conditions).