



## SERVICE/ FREE LANCE CONTRACT

Between

1. SPARK, a Foundation from the Netherlands, represented by its Director Mr. Yannick du Pont (The Contracting Authority), and;
2. Mrs. Željana Buntić-Pejaković (born on 26.09.1973), currently residing at Kranjčevićeva 22 / VI, 21000 Split, Croatia, with passport number 001627393 ("The Contractor");

Have agreed as follows:

### § 1.

The Contractor will work on a Freelance basis to perform the following assignment due to deliver to the contracting authority on 1 October 2008: Conducting an evaluation of the Mitrovica Summer Courses (MSC) 2008 based on the enclosed annex: Terms of Reference.

### § 2.

- a. The contracting authority will pay the Contractor a remuneration of 100 Euro per day for maximum 8 working days (i.e. a maximum amount of 800 Euro). The contracting authority is not obliged to make any additional payments except those explicitly mentioned in this contract or in the annexed Terms of Reference. The payment will be made in Euro by bank transfer specified by the Contractor. The fee will be transferred within ten days after fulfillment of the assignment.
- b. The Contracting authority will pay the Contractor a per diem of 50 Euro during the site visit to pay for accommodation and food.

### § 3.

The Contracting Authority reserves the right to reduce its contribution, stop transfers permanently or claim repayment of all or part of the funds transferred if contractual obligations are not met. Reduction or termination will be initiated only after consultation with the contractor, after which accounts will be settled on the basis of costs made and taking into account, within reasonable limits, financial obligations entered into by the contractor for the future.

### § 4.

The Contracting Authority may terminate this contract if the Contractor does not fulfill her obligations or fails to meet deadlines. A two weeks notice will be given.

### § 5.

The Contracting Authority reserves the right to conduct an investigation into the activities carried out by the contractor in the framework of the activity, including the reporting. As such, the contractor is responsible for keeping an adequate administration on the assignments. The contractor will co-operate fully with the officials appointed by SPARK to conduct such an investigation on the project's implementation. If such an investigation is initiated, the Contractor will be consulted well in advance.

### § 6.

The Contractor will not be entering in the Contracting Authorities' employment scheme. SPARK will not withhold any other taxes from the payment. Any other fiscal obligations shall be the responsibility of the Contractor. The Contracting Authority will never be obliged under the terms of this agreement to make any payments for full or partial, temporary or permanent invalidity to the Contractor, to provide compensation for loss of income or medical costs, to pay out benefits in the event of death or to pay out widow's and/ or orphan's pensions. In the

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view of the above, all costs relating to insurance, et cetera, will be for the Contractor's account and risk.

§ 7.

Costs made for performing the assignments such as related to office supplies, telephone costs and local travel will be reimbursed by the Contracting Authority to the Contractor, based on real costs made and upon original receipts, invoices and specifications. These costs can be made by the Contractor only after consultation with the Contracting Authority.

§ 8.

All rights of usage, including all secondary rights, applying to the result of work as specified under § 1 of this contract will be the property of the Contracting Authority. The Contractor is not allowed to share data collected during the execution of this assignment, nor outcomes of the assignment with any other parties than the Contracting Authority.

§ 9.

The Contractor shall not develop a project proposal based on the information collected as part of the assignment as described in § 1.

§ 10.

During and after the contract period, the Contractor shall safeguard business secrets that she learns in the course of her work as well as information of fundamental importance pertaining to SPARK or her activities. In addition to this, she shall not relate to an unauthorized person information she has learned in connection with the fulfillment of her assignment and the revealing of which would be of detrimental consequences to SPARK, or another implementing organization of MSC or any other person.

§ 11.

For every possible dispute, the contracting parties will try to settle it by mutual agreement. If impossible, the dispute will be settled by the competent court.

This agreement shall be subject to Dutch law. All disputes which may arise concerning the interpretation and/or implementation of this contract after its due signature or concerning further agreements, which may result there from, and which cannot be settled amicably, shall be referred to the competent court.

For SPARK

Yannick du Pont  
Director

Place: *12/07/2008*  
Date: *12/07/2008*

Contractor

Mrs. Željana Buntić-Pejaković

Place: *Ritronca*  
Date: *17.07.2008*