

## FRAMEWORK CONTRACT

between cewas, international centre for water management services, Müligass 7, 6130 Willisau (herein referred as “cewas”) represented by Michael Kropac (Co-Director),

and the Consultant; Owice Hammad, 49, An-Najaf St., Amman, Jordan who shall provide his consulting services

### 1. Structure of the Agreement; order of priority

This Contract sets out the scope of Services as well as a number of specific matters. The terms of the Agreement have the following priority when determining type and scope of the duties of the parties:

- (a) This **Framework Contract**,
- (b) the attached **Cewas Contract Terms and Conditions**,
- (c) **Terms of References** issued by the cewas management on a rolling basis, including agreed upon deliverables, deadline & fixed man-days for each task.

Together they form the agreement between the parties (the “Agreement”). Capitalised terms in this Contract but not defined shall have the meaning set forth in the Cewas Contract Terms and Conditions.

### 2. Background

cewas has entered into an agreement with several clients (the “Client”) in relation to the provision of certain services (the “Prime Contract”).

cewas wishes to obtain certain Services from the Consultant in order for cewas to meet its obligations under the Prime Contract, and the Consultant has agreed to supply those Services and/or products as the case may be on the terms and conditions of this Agreement.

The Services to be provided, the associated deliverables and the relevant timelines are set out in the attached Terms of References.

### 3. Commencement

This Agreement shall become valid after being duly signed by both Parties. The agreement is valid until 31 December 2021.

### 4. Terms of Payment



In accordance with clause 3.1 of the cewas Contract Terms and Conditions the remuneration is fixed at 105 CHF per man-day (8h a day).

In accordance with clause 3.2 of the cewas Contract Terms and Conditions expenses are reimbursable upon receipt. All expenses must be pre-approved by cewas. Payments under this agreement will be made against receipts.

The consultant will bill cewas at the end of a month for a deliverable that has been approved by the cewas management.

## 5. Agreed variations and Specifications to the terms and Conditions

In accordance with clause 4.1, the Key Personnel is **Owice Hammad**.

## 6. INDEPENDENT CONTRACTOR

It is expressly agreed that the Consultant is acting as an independent contractor in performing his services hereunder. cewas shall carry no workmen's compensation insurance or any health or accident insurance to cover Consultant. cewas shall not pay any contributions to social security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship.

Nothing herein contained shall be deemed or construed to create a co-partnership or joint venture between the parties.

## 7. Acceptance

In signing this Contract, both parties agree to the provisions set out in a) this Contract, b) the attached Cewas Contract Terms and Conditions and c) the attached Terms of References.

## 8. Applicable law and place of jurisdiction

This Contract is exclusively governed by Swiss law. Exclusive place of jurisdiction for any disputes arising out of or in connection with this Contract is Willisau, Switzerland.

Signed for and on behalf of cewas

Signed for and on behalf of **Owice Hammad**





Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Michael Kropac

Name: Owice Hammad

Title: Co-Director

Date: 07.02.2020

Date: 07.02.2020

