

Without WRITTEN pre-Contractual Agreement do not allow a Consultant to use/misuse your CV for shortlists and for Submission of tech+fin Proposals.

Think about: Not very consultant / Design + Supervision Engineers are not trustworthy. Do not rely on oral statements about “rough time input of several months spread over a longer construction period”. It is recommended to **clarify and sign a pre-contractual agreements with essential issues as defined in Article 2 of a Pre-Contract Agreement “Definition”, esp. for several missions.**

Think about: **Once a king**, always a **competent professional**, knowing his business and market price. **Once a knight**, always an **underpaid servant**. He might **prone** to join the Cartel of Silence, which might be even **expected** by the Customer / Client / Engineer > www.ppe61.de/OLAF1.pdf and long text / food for thought > www.ppe61.de/OLAF.pdf >>> www.ppe61.de/HUB123.pdf

Art 1 / Clause 1 : Purpose of the Contract

The Parties agree that the “Consultant” will employ the Freelancers as a part-time expert for the **agreed time input (total service days)** and **payment of the “entire” contract price** as defined in the prevailing Definitions subject to Art 2, and agreed in other Articles / Clauses as well.

Pre-contractual agreement: Balance of obligations. If Employer does not pay > **Expert’s suspension of services without any reminder must contractual defined**, suspended time has to be paid by Employer, after 21 days termination of the contract with loss of 40% of remaining Contract price.

Art 2 / Clause 2 : Definitions

Customer / Client /	Consultant / Engineer with address, e-mails, mobile phone
Free Lance	Service Provider , Residence Address, e-mail, mobile phone number
Service	Contract Specialist without a sphere of responsibility . The Contract Specialist recommends to the PL / TL required action.
Assignment	Time-based on a daily rate (8 hours per day) = 1 billing day
Working hours per 8 hour – during DAY	Max eight (8) hours input per daylight as normal working hours from Monday to Friday between 08.30 – 17.30 with one hour lunch break .
Overtime surcharge	2 hours Overtime daily shall be paid with a surcharge of 25% based on the hourly rate (650 Euro daily rate div by 8 hours = 81,25 * 1,25 = 101,56 Euro/overtime 1-2 hours before 08.30 or 1-2 hours after 17:30
Night Shifts	Night shifts (8 hours maximum) are not foreseen . If both agrees, the freelancer will request for night shift a surcharge of 50% to the daily rate of 650 Euro per day shift * 1,50 = 975 Euro per night shift. Night shift definition: e.g. 20 00 – 04.00 / e.g. 24.00 - 08.00. A break / rest of 12 hours between shifts is given to protect the health.
Week-end works are not foreseen. Otherwise a surcharge will be due.	Saturday day shift 50% surcharge to the daily rate Sunday day shift / public holidays 100% surcharge to the daily rate Night shift on weekends, generally = 1.300 Euro per night shift.
Pre-paid return flight – paid by Client -	The flight route shall be direct and shortest ones. If the flight duration on the plane will be greater than 4 hours , premium or business class pre-paid return tickets shall be provided to the Freelancer.
International Transport – lump sum payment -	A lumpsum amount of 200 Euro shall be paid for one direction of transport between Residence to Airport and backward (plus 200 Euro).
Airport lift – free of charge -	The Consultant will ensure a lift from the “place of mission” in both directions (arrival + departure) free of charge

Transport – free of charge -	The consultant will provide a vehicle with driver for business and for reasonable private use, free of charge to the freelancer
Office Infrastructure supply – free of charge	An office infrastructure will be supplied free of charge, like power supply during the office hours, printer, internet access, consumables, proper desk, ergonomic office chair, air-condition , in a room with 10 m2 space at least per person. No substandard shall be accepted.
Contract periods: Start, Milestones M1,M2 and M3/ Final completion	MS1: Design Review 6 month, MS2: Implementation/Supervision 9 months, MS3: DNP 12 (24 months): Start 01.01.2000; MS1= 30.06.2000, MS2 = 30.05.2003, MS3= 30.04.2004 / Finish of Contract
Total Service Input of free-lancer months	(MS1). Design Review e.g. 1 home-based month , (MS2) Supervision 9 Months, (MS3) DNP 2 months, amounts to 12 months @ 22 working days = 264 days
Tentative Mission Schedule , as detailed	Design-Review (home-based services) Implementation 36 months: 9 mission @ 1 months and DNP 1 mission @ 2 months .
Available ...	The Freelancer is available on a minimum 28 days' Notice only .
Accommodation Let pay out your per diem. Very often the Accommodation is provided by the Contractor.	The Freelancer looks for his own accommodation according to his standard. If the supplied Contractor's House or Engineer's house is sufficient, the Freelance will pay around 33% of nearby hotel rate to the Contractor or Consultant out of his 100% EU per diem rate received from Client / Consult / Engineer for his short-term missions. 100% per diem = i.e. 198 Euro per presence day in Georgia.
A _ Basic Fee	12 months @ 22 working days @ 650 Euro/day = 171.600 Euro
B _ per diem presence	12 months @ 30,5 presence days @ 150 Euro/day = 54,900 Euro
Contract Price : A + B	Contract Price: Fee 171.600 €+ per diem 54.900 € = 226.500 Euro
Sanctions for infringements of the Consultant / Engineer	If the Consultant does not deploy the Freelancer as foreseen for the milestones (a) Design Review, (b) Supervision period and (c) Defect Notification Period / DNP, the Consultant is obliged to liable to his breach of Contract, to pay out 60% of the outstanding basis fee , e.g. Implementation: 9 months = planned 198 days, actual requests 150 days only > 48 days sanctions * 650 euro per day * 60% = 18.720 Euro regress plus the 2 months / 44 day DNP * 650 * 60% = 17.160. <i>If no agreement is reached about a proper tentative mission schedule und sanction, you have to increase the daily rate from 650 * 1,33% = 865 Euro per day without per diem. Per diem extra to being paid. Think about, Freelancers work only on a as-and-when basis and if not deployed, the freelancers loose earnings due to organizational negligence and /or male fide conduct of the Consultant / Engineer.</i>
TAXES	All local taxes are being paid by the Consultant / Engineer / Client.
Payment Schedule	Monthly interim payments: The scanned Invoice and supportive document will be submitted per e-mail and the Consultant credit the full amount up to 14 calendar days, countdown starts from e-mail access send by the Freelancer. Final Payment: The scanned invoices and supportive documents will be submitted per e-mail and the Consultant credit the full amount up to 30 calendar days, countdown starts from e-mail access. The Client confirms the access of any e-mail within 2 working days .
Communication Obligation	

Sample for "full-time" assignment attached, not taking into consideration **part-time missions** and a **fixed computable Contract Price (Fee+per diem+int Transport)** >>> www.ppe61.de/S+OctagonGuDContractAgreement.pdf

File Name : www.ppe61.de/S+Remuneration.pdf > with all other attachments www.ppe61.de/S+Remuneration-All.pdf