

ANNEX A: Price lists

Description	Unit	Quantity	Unit price	Total amount VAT exclusive
Deliverable 1: Evaluation Plan	lump-sum	1		
Deliverable 2: Baseline report	lump-sum	1		
Deliverable 3: Final report	lump-sum	1		
Deliverable 4: Presentation of final report to VVOB	lump-sum	1		
TOTAL OFFER VAT EXCL				
			VAT %	
TOTAL OFFER VAT INCL				

(*) The lumpsum includes consultancy fee, all taxes and logistics expenses (travel, accommodation, meals, meeting venues,...)

ANNEX B: Independent services contract

Independent Services Contract

Between:

VVOB, non-profit association with company number 0423.616.717, located at Julien Dillensplein 1, 2A, 1060 Brussels (Belgium);

hereby validly represented by Mr. Sven Rooms, Director-General;

hereafter called **VVOB**;

and:

Name, Legal form with VAT/registration/TIN number (insert a space if you want to leave this open), with registered office located at Street Address, Postal code, City (Country), hereby validly represented by Mr./Mrs. Name, Function title;

hereafter **the Service Provider**;

together **the Parties**;

IT IS AGREED AS FOLLOWS:

VVOB is a non-governmental organization aiming to improve the quality of education in the Global South and in Belgium.

The Service Provider has a particular expertise relating to develop a language assessment tool.

The Parties wish to cooperate for the purpose of developing a language assessment tool specific to Vietnam.

Article 1. Subject-matter of the Contract

The Service Provider agrees to provide the Services defined in Article 2 to VVOB on the terms and subject to the conditions provided in this contract (hereafter the Contract).

Article 2. Services

The Service Provider shall perform the following services (hereafter the Services):

Services	Description and quality criteria	Estimated timeline
Activity 1	Kick-off site visit with VVOB Vietnam to enhance understanding of VVOB's initiatives and approach	Between September-November 2025
Activity 2	Online meetings with VVOB to provide expert feedback and advice during the development and piloting of POMIE	Monthly September 2025-September 2026
...		

The Services shall be delivered in accordance with the detailed requirements regarding quality set out in Annex A of this Contract.

The Services shall be delivered in accordance with the detailed requirements regarding quality set out in Annex Letter of this Contract.

The Service Provider shall start performing the Services on signing date and undertakes to complete the Services by the dates mentioned in the column "Complete by".

Any postponement of a completion date is only possible with the prior written agreement of VVOB.

Choose "Specific person" or "Empty"

Article 3. In exchange for the performance of the Services, VVOB shall pay the following fee (hereafter the Fee) to the Service Provider:

- A fixed lump-sum Fee as indicated below for the realization of each stage of the assignment as indicated below:

Services	Fee
Same title or descriptions as in previous article	amount + currency
Same title or descriptions as in previous article	amount + currency
Same title or descriptions as in previous article	amount + currency – final tranche should be at least 15%

The Fee is inclusive of all Value Added Tax (VAT) and all other applicable taxes, statutory deductions and contributions, national insurance and any other taxes and/or contributions in respect of the Fee.

The Service Provider must mention the amount of VAT and other taxes on the invoice. If the Services are exempted from VAT, the Service Provider must state this on the invoice.

The Fees shall be inclusive of any and all costs and expenses incurred by the Service Provider in rendering Services and performing its duties under this Contract, save for the expenses mentioned in **Error! Reference source not found.** The Service Provider shall be solely liable for payment of any and all applicable taxes, fees, levies, and/or withholding liabilities arising from the provision of the Services and/or the payment of any fees and expenses as may be required by the applicable laws. Apart from the Service Fees and any amount specifically stated in this Contract, VVOB shall not be liable for paying any other fee or amount to the Service Provider or any third party, including without limitation the Personnel, suppliers, vendors, agents, or subcontractors of the Service Provider, in any manner.

Article 4 Expenses

The Service Provider is not entitled to any allowances or other benefits from VVOB.

All costs relating to the Services performed under this Contract are deemed to be covered by the Fee set out above. Costs and expenses can only be reimbursed by VVOB if they are reasonable, if they were approved in advance in writing and upon presentation of supporting documents.

The Service Provider shall perform the main part of the Services from its own place of work, using its own office infrastructure, computers, hardware and office equipment, mobile phones, etc.

Article 5 Invoices

The Service Provider will draw up an invoice for the Fee (as described in **Error! Reference source not found.**) and expenses (if applicable and as described in **Error! Reference source not found.**) and hand it over or send it to VVOB.

Invoices must be made in accordance with the applicable laws and this Contract and are issued after agreement between VVOB and Service Provider that the relevant Services and expenses can be invoiced.

The invoices properly issued by the Service Provider will be payable within thirty (30) calendar days after the date the invoice is received by VVOB. If the invoice states a shorter term, the date mentioned in this Contract is the only binding date.

Supporting documents for all expenses and allowances (if any) must be attached to the invoice.

Supporting documents include the original invoice or bill, a statement of expenditures and a claim form.

If the appropriate documentary evidence is not timely presented, allowances are not due and expenses are not reimbursable by VVOB. If any advance payments were already made, VVOB is entitled to deduct the amount of the advance payment from future payments or to claim back the amount paid.

Payment is made by means of a bank transfer into the bank account opened in the name of the Service Provider with bank account details:

Account Name: Click or tap here to enter text.

IBAN/Account number: Click or tap here to enter number.

BIC/SWIFT Code: Click or tap here to enter number.

Currency: Click or tap here to enter text.

Bank name: Click or tap here to enter text.

Where advance payments are made, the Service Provider must attach the supporting evidence to the next invoice.

Parties have not agreed on any advance payments for fees or expenses.

Article 6. Term and termination

6.1 This Contract enters into the force on the date of signing and is concluded for a limited duration until:

- 30/09/2026

6.2 Either Party can terminate this Contract with immediate effect, and without any amount or notice period being due upon written notice by registered letter or registered courier to the other Party in the event that:

- the other Party is in material breach of the Contract; or
- the other Party ceases to do business or perform its activities, transfers its business or a substantial part of its activities (including through a merger, demerger or similar proceedings) or otherwise terminates its operations; or
- the other Party becomes insolvent, is the subject of bankruptcy, insolvency, reorganization, liquidation or similar proceedings, is being wound-up or dissolved or makes an assignment for the benefit of creditors.

The following breaches shall in any case be considered as material breaches of the Contract by the Service Provider:

- non-compliance with the obligation to take out insurance (Article **Error! Reference source not found.**)
- non-compliance with the confidentiality obligations (**Error! Reference source not found.**)
- any representation or warranty made in this Contract in relation to Sanctions (**Error! Reference source not found.**) is breached or is determined to be false or misleading in any material respect at any time during the duration of the Contract
- Services have repeatedly been delivered late or have repeatedly not been rendered in

compliance with the requirements of the Contract

- the Service Provider's licenses, permits, or approvals to engage in the Services as contemplated under this Contract are expiring, being withdrawn, or becoming invalid for any reason
- If the name of a specific individual for the performance of the Services is mentioned in **Error! Reference source not found.** and VVOB does not accept the replacement proposed by the Service Provider.

You can add specific breaches here if you have agreed upon specific obligations or requirement that you consider very important, for example: Breach of ...

6.3 If the Services provided do not comply with **Error! Reference source not found.** or if Services are delivered late, VVOB can reject the Services and refuse payment. In such cases payments shall be effected pro rata the Services that are compliant and timely and that are also recognized as such by VVOB.

If any advance payments were already made, VVOB is entitled to deduct the amount of the advance payment from future payments or to claim back the amount paid.

VVOB can in these situations grant a grace period to the Service Provider so as to allow for the necessary adjustments or corrections to be made.

VVOB can terminate this Contract with immediate effect, and without any amount or notice period being due upon written notice by registered letter or registered courier to the Service Provider in the case of credible allegations that the Service Provider or any of its Personnel, affiliates or (sub)contractors has violated the Codes of Conduct (as defined in **Error! Reference source not found.**).

At its own discretion, VVOB can unilaterally decide to temporarily suspend the Contract pending the investigation of any alleged violation of the Codes of Conduct by sending a written notice by registered letter or registered courier to the Service Provider.

6.4 VVOB can terminate this Contract with immediate effect and without giving prior notice, in the event that VVOB's agreement with its donor is terminated or curtailed. The Service Provider will take immediate steps to bring the performance of the Services to a close in a prompt and orderly manner and in doing so reduce expenses to a minimum. The Service Provider will not undertake any further commitments as from the date of the termination notice. VVOB's liability is limited to payment of the Fee due for Services duly delivered.

6.5 VVOB can terminate this Contract with immediate effect and without giving prior notice, in the event that VVOB's agreement with its donor is terminated or curtailed. The Service Provider will take immediate steps to bring the performance of the Services to a close in a prompt and orderly manner and in doing so reduce expenses to a minimum. The Service Provider will not undertake any further commitments as from the date of the termination notice. VVOB's liability is limited to payment of the Fee due for Services duly delivered.

6.6 In the event that the Service Provider is temporarily or permanently unable to perform the Services due to force majeure, the Service Provider shall notify VVOB thereof immediately. The performance of this Contract shall be entirely suspended for the time of such temporary inability. In case of permanent inability, VVOB shall be entitled to terminate this Contract immediately, without giving prior notice and without compensation being due. There is no force majeure if the cause in question is one which a reasonable Service Provider should

have foreseen and provided for or which, having arisen, could have been reasonably avoided or overcome.

6.7 Upon termination of this Contract, the Service Providers shall immediately and on his own initiative return, and shall procure that the Personnel shall return, to VVOB any documents, in written, printed, electronic, or magnetic form, in his possession, that contain proprietary information or Confidential Information (as defined in Article 9) about VVOB or its donors or that are the property of VVOB or its donors.

Article 7. Terms of execution and relationship between the Parties

7.1 The Service Provider shall faithfully and loyally provide the Services to VVOB. The Service Provider shall act in the best interest of VVOB and any persons or organizations related to VVOB or VVOB's activities.

7.2. The Service Provider shall act with the expertise, independence and diligence as may be expected from a professional service provider in the same circumstances. It will also devote all the necessary means, time and effort to its tasks.

7.3 The Service Provider shall carry out this Contract in full compliance with all applicable laws. This includes all applicable international standards and labour law, rules and regulations relating to the employment of national and international staff in connection with the Services.

The Service Provider must comply with all tax and social security obligations relevant to the performance of this Contract, directly and/or through its personnel (employees, volunteers, directors, officers, etc.; hereafter the Personnel) and (sub)contractors (if any).

The Service Provider must further ensure compliance with all applicable laws by its Personnel and (sub)contractors.

7.4 The Service Provider must at all times conduct himself in a manner consistent with (i) VVOB's General Code of Conduct, (ii) Code of conduct VVOB's Child protection policy and (iii) Code of conduct VVOB's Youth protection policy (hereafter the Codes of Conduct). The Codes of Conduct are part of VVOB's Integrity Policy which can be found at www.vvob.org.

The Service Provider must further ensure that all Personnel and (sub)contractors involved in the performance of this Contract, as well as any of its affiliates, adhere to the Codes of Conduct.

7.5 The Service Provider and its Personnel will carry out the Services independently and autonomously as an independent service provider and without being subordinated to VVOB.

This Contract does not create any relationship of agency, distributorship, partnership or employment between the Parties or between VVOB and any member of the Personnel of the Service Provider. The Service Provider shall not hold itself out as employee, worker, agent or partner of VVOB and shall procure that the Personnel shall not hold themselves out as such.

7.6 The Service Provider is free to organise its work and to determine how the Services will be performed.

The Service Provider shall, however, comply with the general guidelines determined by VVOB for the necessities of the co-operation between the Parties and it will regularly consult with and report to VVOB in order to assure the coherence of the Services.

Within these guidelines and provided that the Contract is complied with, the Service Provider shall have the sole and autonomous right to determine and direct the manner, method and time schedule in which the Services are performed.

7.7. The Service Provider will use its own Personnel to perform the Services. Subcontracting is not allowed without the prior authorisation in writing from VVOB.

The Service Provider ensures that the Personnel and any (sub)contractors are bound by the Service Provider's obligations under this Contract.

The Service Provider must ensure that the Personnel and subcontractors performing the Services have the necessary training, knowledge and relevant experience. However, the Service Provider remains liable towards VVOB for the proper performance of the Services.

7.8. The Service Provider will hire, on its own behalf and for its own account, such Personnel that it deems necessary and capable of assisting it in the performance of the Services.

The Service Provider, in its capacity as the employer or contractor of such persons, will be solely responsible for the management, payment and lawful registration of these persons and will not involve VVOB in such matters.

VVOB shall only give instructions to the Service Provider and its Personnel that are strictly limited to health and safety rules applicable at VVOB.

7.9 If the name of one or more specific individual(s) for the performance of the Services is mentioned in Article 2, the Service Provider will supply its Services through such individual(s).

If a specific individual becomes temporarily or permanently unable to perform the Services on behalf of the Service Provider, then the Service Provider will immediately inform VVOB.

The Service Provider has the right to propose to VVOB in writing another person who will provide the Services. VVOB has the right to refuse such a proposal, and to suspend or terminate the Contract. VVOB does not have to justify its refusal.

7.10. The Service Provider is not granted the power to represent VVOB towards any third party, except if authorized thereto by special power of attorney in writing.

Article 8. Insurance

8.1 The Service Provider will pay and indemnify VVOB promptly for all loss, destruction or damage caused by the Service Provider, its Personnel or (sub)contractors in the performance of this Contract.

8.2 The Service Provider must have and maintain in effect, with reputable insurers and in sufficient amounts, insurance against all of the Service Provider's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Service Provider's performance of the Contract).

This will in any case include general liability insurance, workers' compensation and employer's liability insurance and insurance against all risks in respect of its property and any equipment used for the performance of the Contract.

8.3. The Service Provider agrees to refrain from any form of claims against VVOB in case of accidents, theft or attempted theft, baggage loss (incl. laptops or any other valuable objects) and any other events that may occur during the performance of the Services.

Article 9. Confidentiality

9.1. For the purposes of this Contract, Confidential Information means any and all confidential, proprietary and other non-public information (whether recorded or not and, if recorded, in whatever form) relating to the activities, assets, properties, services, financial affairs, work methods, participants or contracting parties of VVOB or any donor.

9.2. The Service Provider may not during the Contract (except in the proper performance thereof or as required by an applicable law) and during a period of 10 years after its termination:

make use or take advantage of, reveal, divulge or otherwise disclose to any person, any of the Confidential Information in its possession;

copy or reproduce in any form or by or on any media or device (or allow others to copy or reproduce) any documents, disks, tapes or other materials containing or referring to Confidential Information.

9.3. The Service Provider shall not publish nor make any statement to a press representative or publish any content on any websites or social media account about any matter relating to the Services, VVOB or its donor(s), without prior authorization in writing. VVOB and VVOB's donor(s) will be acknowledged as per VVOB's instructions.

Article 10. Ownership of work product and intellectual property rights

10.1. All intellectual property rights created during the performance of this Contract and within the limits of this Contract will vest in VVOB unconditionally and immediately upon their creation. Accordingly, the Service Provider hereby assigns to VVOB with full title guarantee (including, without limitation, by way of an assignment of future intellectual property rights) all intellectual property rights, worldwide and for their entire legal duration, with effect from the date of creation thereof.

Only VVOB is entitled to fulfil the necessary formalities in order to obtain actual legal and factual protection with respect to the work product, works, performances, or any other creations or inventions achieved under this Contract. The Service Provider shall do and execute, and procure the doing and executing of, each necessary act, document or thing that may reasonably be necessary to perfect the right, title and interest of VVOB in and to such intellectual property rights.

The Fees received by the Service Provider are also intended to fully compensate the Service Provider for the assignment set out in this article and for all methods of exploitation of the works and work product, known or unknown at the signing of this Contract.

The Service Provider will not oppose modifications that VVOB deems fit to bring to the work product, works, performances, or any other creations or inventions achieved under this Contract, except for modifications that would be liable to prejudice the Service Provider's honour or reputation. To the extent permitted under applicable law, the Service Provider for this purpose waives absolutely, irrevocably and unconditionally in favour of VVOB, or any successor in title, any moral rights which may vest in it, so far as is legally possible, any broadly equivalent rights it may have anywhere in the world.

10.2. VVOB grants to the Service Provider a royalty-free, non-exclusive, non-transferable, non-sublicensable licence to use the intellectual property rights on the work product during the term of this Contract solely to provide the Services. The Service Provider grants to VVOB a royalty-free, non-exclusive, non-transferable, non-sublicensable license to access any other documents and information used by it in the performance of the Services.

Article 11. Data Protection

On or about the date hereof, the Service Provider and VVOB shall enter into a data processing agreement regarding the personal data transferred by VVOB to the Service Provider in connection with the performance of the Services, in accordance with Annex Letter. With regard to these personal data, the Service Provider will act as data processor and VVOB will act as data controller.

Article 12. Compliance with Sanction laws and other obligations

The Service Provider **represents and warrants that neither it nor any Personnel, affiliates or (sub)contractors:**

- is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury's Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury's Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the "Sanctions")
- is the target of Sanctions pursuant to the country or territory where it is located, organized or resident.
- will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
- has knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.

Article 13. Due diligence

VVOB shall have the right, from time to time as VVOB may reasonably deem appropriate, to perform reasonable due diligence on the Service Provider and any (sub)contractors for the purpose of verifying compliance with this Contract and any donor requirements. The Service Provider, its Personnel and (sub)contractors shall provide information and cooperate with VVOB in connection with any reasonable request related to VVOB's due diligence of the Company.

Article 14. Salvatory clause

The provisions of this Contract are independent from each other and the invalidity of one clause does not affect the validity of the others.

In the event that one of the provisions of this Contract is held to be invalid, this provision shall be deemed to be substituted by operation of law by a new one which makes it possible to achieve the same result, at least a similar result.

Article 15. Applicable laws and settlement of disputes

This Contract is subject to Belgian law.

Any dispute regarding the validity, interpretation or performance of this Contract shall fall within the exclusive jurisdiction of the Dutch speaking Courts of Brussels. The Parties undertake to use their best endeavours to reach on an amicable settlement before going to court.

Article 16. Annexes

Letter of Annex	Description of Annex
Annex A	Detailed description of Services
Annex B	Fee
Annex C	Data processing Agreement

Drawn up in Place, on Click or tap to enter a date. in as many copies as there are signing parties, each Party recognizing having received one copy thereof.

For VVOB

For the Service Provider

Sven Rooms

Name

Director-General

VVOB

title

Organisation

*Please initial each page

ANNEX C: Declaration on honour concerning the grounds for exclusion

Reference of the procurement:

I, the undersigned *[insert name of the person signing this form]*:

q declares it its own name *(if the economic operator is a natural person or in the case of a declaration by a director or a person with powers of representation, decision-making or control over the economic operator)*

or

q declares as representative of *(if the economic operator is a legal person)*

full legal name (for legal persons only)

Full legal form (for legal persons only):

full official address:

company registration number:

that the company or organisation that he (or she) represents / he (or she):

- a. has not been the subject of a final judgment on the merits for one of the following offences:
 - i. participation in a criminal organisation
 - ii. corruption
 - iii. fraud
 - iv. terrorist activities, offences connected with terrorist activities or inciting, aiding or attempting to commit such an offence
 - v. money laundering or terrorist financing
 - vi. child labour and other forms of trafficking in human beings
 - vii. employment of illegally staying third-country nationals
- b. is not bankrupt or in receivership, has not ceased or suspended trading, is not subject to a court settlement or other arrangement with creditors and is not involved in any similar proceedings under national laws and regulations;
- c. has not been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d. has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established and any country in which it has operations, in the country of the contracting authority and in the country where the contract is to be performed;
- e. that (s)he will conduct (her)(him)self at all times in compliance with VVOB's Codes of Conduct referred to in the call for quotations. The bidder will further ensure that all personnel and (sub)contractors involved in the execution of this contract, as well as all affiliated companies, comply with the Codes of Conduct.
- f. that neither it nor any personnel, affiliates or (sub)contractors:
 - is the subject or the target of any sanctions as laid down in (1) the UN Security Council consolidated list, (2) the Special Economic Measures Act (SEMA – Canada), (3) the EU restrictive Measures, (4) the Treasury's Office of Foreign Assets Control (OFAC) List, (5) the HM Treasury's Office for Financial Sanctions Implementation Consolidated list, or (6) the List of Subjects of Sanctions of the State Secretariat for Economic Affairs (SECO – Switzerland) (hereafter the "Sanctions")
 - is the target of Sanctions pursuant to the country or territory where it is located, organized or resident.

- will directly or indirectly use the proceeds of the envisaged contract, or lend, contribute or otherwise make available such proceeds to any person or entity in violation of any Sanctions laws.
 - has knowingly engaged in or are knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any sanctioned country.
- g. that, should the contract be awarded, he (she) will provide on request proof for one or more of the above mentioned situations.

Full Name, Date, Signature and stamp

ANNEX D. COST NORM IN THE FIELD

Pay items	Fee (VND)	
1. Normal Interviewee, Focus Group Discussion, surveys	50,000	per person/interview/survey
2. In depth Interviewee	100,000	per person/interview/survey
3. Field Guide	150,000	/person/day
4. Local Language Interpreter (ethnic language)	200,000	/person/day
5. Transportation Support for Child Interviewed's Parents	50,000	/person/round trip

