**إﻗﺮار ﻣﻘﺪم اﻟﺨﺪﻣﺔ ﻟﻠﺘﺴﺠﻴﻞ ﺑﻤﺮكز ﺗﺤﺪﻳﺚ اﻟﺼﻨﺎﻋﺔ )اﻟﻤﺮكز (**

**Service Provider's Declaration for Registration with Industrial Modernisation**

**Centre (IMC)**

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| --- | --- |
| **Service Provider Name:** | **ﺃﺴﻡ ﻤﻘﺩﻡ ﺍﻟﺨﺩﻤﺔ:** |
| **Represented by:** | **ﻭﻴﻤﺜﻠﻪ:** |
| **By:** | **ﺑﻤﻮﺟﺐ:** |

|  |  |
| --- | --- |
| ﻨﻘﺭ ﻋﻠﻰ ﻭﻨﺘﻌﻬﺩ ﺒﺎﻻﺘﻲ:1. ﺒﺘﻘﺩﻴﻡ ﻜﺎﻓﺔ ﺍﻟﻤﺴﺘﻨﺩﺍﺕ ﺍﻟﻤﻁﻠﻭﺒﺔ ﻟﻠﺘﺴﺠﻴل ﻭﻓﻘﺎ ﻟﻠﻘﻭﺍﻋﺩ ﺍﻟﻤﺘﺒﻌﺔ ﺒﺎﻟﻤﺭﻜﺯ
2. اﻥ ﻜﺎﻓﺔ ﺍﻟﻤﻌﻠﻭﻤﺎﺕ ﻭﺍﻟﻭﺜﺎﺌﻕ ﻭﺍﻟﻤﺴﺘﻨﺩﺍﺕ ﺴﻭﺍﺀ ﺍﻟﻤﺭﻓﻭﻋﺔ ﻋﻠﻰ ﺍﻻﻨﻅﻤﺔ ﺍﻻﻟﻜﺘﺭﻭﻨﻴﺔ ﺃﻭ ﺍﻟﻤﻘﺩﻤﺔ ﻴﺩﻭﻴﺎ ﻟﻠﻤﺭﻜﺯ ﺼﺤﻴﺤﺔ
3. ﺍﻥ ﻨﺤﺩﺙ ﺴﻨﻭﻴﺎ ﺍﻟﻤﺴﺘﻨﺩﺍﺕ ﺍﻟﻘﺎﻨﻭﻨﻴﺔ ﺍﻟﻤﻘﺭﺭﺓ ﻭﺍﻟﺒﻴﺎﻨﺎﺕ المقدمة ﻓﻲ ﻋﻨﺎﻭﻴﻥ ﺍﻟﻨﺸﺎﻁ ﺃﻭ ﺍﻟﻤﺭﺍﺴﻼﺕ ﺃﻭ ﺘﺤﺩﻴﺙ ﺍﻟﺨﺒﺭﺍﺕ ﺍﻭ ﺍﺴﺘﻤﺭﺍﺭﻴﺔ ﺍﻟﺨﺒﺭﺍﺀ ﻭﺍﻻﺴﺘﺸﺎﺭﻴﻴﻥ ﺍﻟﺩﺍﺌﻤﻴﻥ ﺍﻭ ﺍﻟﻤﺅﻗﺘﻴﻥ.
4. ﻀﻤﺎﻥ ﻗﺒﻭل ﺍﻟﺨﺒﺭﺍﺀ و الإستشاريين المسجلين لديه سواء الدائمين او المقيمين (تحت الطلب) و استمرارية ﺍﺘﺎﺤﺘﻬﻡ ﻟﻠﻌﻤل ﻤﻥ ﺨﻼل ﺍﻟﺸﺭﻜﺔ ﻭﺇﺨﻁﺎﺭ ﺍﻟﻤﺭﻜﺯ ﻓﻲ ﺤﺎﻟﺔ ﺘﻐﻴﺭ ﺫﻟﻙ.
5. ﻗﺒﻭل ﻗﻭﺍﻋﺩ ﺍﻻﺨﺘﻴﺎﺭ ﻟﺘﻨﻔﻴﺫ ﺍﻟﺨﺩﻤﺎﺕ ﺒﺎﻟﻤﺭﻜﺯ ووفقا ﻟﻼﺌﺤﺔ ﺍﻟﺘﺸﻐﻴل ﻭﺍﻹﺠﺭﺍﺀﺍﺕ ﺍﻟﻤﻌﻤﻭل ﺒﻬﺎ ﻟﺩﻯ ﺍﻟﻤﺭﻜﺯ
6. ﺃﻥ ﻤﺠﺭﺩ ﺍﻟﺘﺴﺠﻴل ﺒﻘﺎﺌﻤﺔ ﺍﻟﻤﺭﻜﺯ ﻻ ﻴﺘﺭﺘﺏ ﻋﻠﻴﻪ ﺜﻤﺔ ﺤﻘﻭﻕ ﻋﻥ ﺫﻟﻙ ﺍﻹﺠﺭﺍﺀ ﺒﻤﻔﺭﺩﻩ ﻭﺃﻨﻪ ﻻ ﺘﻨﺸﺄ ﺜﻤﺔ ﺤﻘﻭﻕ ﻗﺒل ﺘﻭﻗﻴﻊ ﻋﻘﺩ ﺨﺎﺹ ﺒﺘﻨﻔﻴﺫ ﺨﺩﻤﺔ ﺍﻟﻤﺭﻜﺯ ﻭﻻ ﻴﻌﺘﺩ ﻓﻲ ﻫﺫﺍ ﺍﻟﺸﺄﻥ ﺒﺄﻴﺔ ﻤﺭﺍﺴﻼﺕ ﺃﻭ ﺇﺠﺭﺍﺀﺍﺕ ﺘﺘﻡ ﻗﺒل ﺫﻟﻙ.
7. ﺘﻨﻔﻴﺫ ﺍﻟﺨﺩﻤﺔ ﻟﻠﻁﺭﻑ ﺍﻟﻤﺴﺘﻔﻴﺩ ﻭﻓﻘﺎ ﻟﻠﺸﺭﻭﻁ ﺍﻟﻤﺭﺠﻌﻴﺔ ﻟﻠﺨﺩﻤﺔ ﺍﻟﻤﺤﺩﺩﺓ ﻤﻥ ﻗﺒل ﺍﻟﻤﺭﻜﺯ ﻭﻁﺒﻘﺎ ﻟﻤﺎ ﻫﻭ ﻤﺤﺩﺩ ﺒﺎﻟﺨﻁﺔ ﺍﻟﺯﻤﻨﻴﺔ ﺍﻟﻤﺘﻔﻕ ﻋﻠﻴﻬﺎ ﻤﻊ ﺍﻟﺸﺭﻜﺔ ﺍﻟﻤﺴﺘﻔﻴﺩﺓ ﻭﺍﻟﻤﻭﺍﻓﻕ ﻋﻠﻴﻬﺎ ﻤﻥ ﻗﺒل ﺍﻟﻤﺭﻜﺯ ﻭﻋﻠﻰ ﺍﻟﻨﺤﻭ ﺍﻟﺫى ﻴﺤﺩﺩﻩ ﺍﻟﻌﻘﺩ.
8. ﺘﻨﻔﻴﺫ ﺍﻟﺨﺩﻤﺎﺕ ﻭﻓﻘﺎ ﻟﻸﺴﻌﺎﺭ ﺍﻟﻤﺤﺩﺩﺓ ﻤﻥ ﻗﺒل ﺍﻟﻤﺭﻜﺯ ﺒﺎﻟﺠﻨﻴﻪ ﺍﻟﻤﺼﺭﻱ ﺍﻻ ﺍﺫﺍ ﻨﺹ ﺍﻟﻌﻘﺩ ﻋﻠﻰ ﺨﻼﻑ ﺫﻟﻙ
9. ﺍﻟﻤﺴﺅﻭﻟﻴﺔ ﻋﻥ ﺃﺩﺍﺀ ﺃﻴﺔ ﻀﺭﺍﺌﺏ ﺃﻭ ﺭﺴﻭﻡ ﺍﻭ ﺩﻤﻐﺎﺕ ﻗﺩ ﺘﺴﺘﺤﻕ ﻁﺒﻘﺎ ﻟﻠﻘﻭﺍﻨﻴﻥ ﺒﺠﻤﻬﻭﺭﻴﺔ ﻤﺼﺭ ﺍﻟﻌﺭﺒﻴﺔ ﺘﻘﺭﺭﻫﺎ ﺍﻟﺠﻬﺎﺕ ﺍﻟﺴﻴﺎﺩﻴﺔ ﺤﺎﻟﻴﺎ ﻭﻤﺴﺘﻘﺒﻼ ﻜﻀﺭﻴﺒﺔ ﺍﻟﺩﺨل ﺃﻭ ﺍﻟﻀﺭﻴﺒﺔ ﺍﻟﻌﺎﻤﺔ ﻋﻠﻰ ﺍﻟﻤﺒﻴﻌﺎﺕ ﻭﺫﻟﻙ ﻋﻠﻰ ﺍﻟﻌﻘﻭﺩ ﺍﻭ ﺍﻭﺍﻤﺭ ﺍﻻﺴﻨﺎﺩ ﺍﻟﻤﺒﺭﻤﺔ ﻤﻊ ﺍﻟﻤﺭﻜﺯ ﻭﻴﺸﻤل ﺫﻟﻙ ﺍﻟﻤﺴﺌﻭﻟﻴﺔ ﺍﻟﺠﻨﺎﺌﻴﺔ ﻭﺍﻟﻤﺩﻨﻴﺔ ﺩﻭﻥ ﺜﻤﺔ ﻤﺴﺌﻭﻟﻴﺔ ﻋﻠﻰ ﺍﻟﻤﺭﻜﺯ ﻓﻲ ﻫﺫﺍ ﺍﻟﺸﺄﻥ.
10. ﺍﻻﻟﺘﺯﺍﻡ ﺒﺎﻟﺴﺭﻴﺔ ﺍﻟﺘﺎﻤﺔ ﺘﺠﺎﻩ ﺍﻟﻤﻌﻠﻭﻤﺎﺕ التى يتم الحصول عليها من الطرف المستفيد من ﺍﻟﺨﺩﻤﺔ )ﺍﻟﻌﻤﻴل(ﻭﻋﺩﻡ ﺇﻓﺸﺎﺅﻫﺎ ﻷﻯ ﻁﺭﻑ ﺜﺎﻟﺙ ﻭﻨﺘﻌﻬﺩ ﺒﺎﻟﺤﻔﺎﻅ ﻋﻠﻲ ﺴﺭﻴﺔ ﺍﻟﺘﻘﺎﺭﻴﺭ ﻭﺍﻟﻭﺜﺎﺌﻕ، ﻭﺍﻟﻤﻌﻠﻭﻤﺎﺕ ﺃﻭ ﺃﻴﺔ ﻤﻭﺍﺩ ﻴﺘﻡ ﻨﻘﻠﻬﺎ ﺇﻟﻴﻨﺎ ﻋﻠﻲ ﺃﺴﺎﺱ ﻤﻥ ﺍﻟﺜﻘﺔ، ﻭﺫﻟﻙ ﻋﻼﻭﺓ ﻋﻠﻲ ﺍﺘﺨﺎﺫ ﺃﻴﺔ ﺘﺩﺍﺒﻴﺭ ﺒﻤﺎ ﻓﻴﻬﺎ ﺍﻟﺘﺩﺍﺒﻴﺭ ﺍﻟﺩﺍﺨﻠﻴﺔ ﺍﻟﻼﺯﻤﺔ ﻟﻀﻤﺎﻥ ﺤﻤﺎﻴﺔ ﺴﺭﻴﺔ ﺍﻟﻤﻌﻠﻭﻤﺎﺕ، ﻭﻻ ﺴﻴﻤﺎ ﺍﻟﻤﻌﻠﻭﻤﺎﺕ ﺍﻟﺨﺎﺼﺔ ﺒﺤﻘﻭﻕ ﺍﻟﻤﻠﻜﻴﺔ ﺍﻟﻔﻜﺭﻴﺔ ﻭﺫﻟﻙ ﺨﻼل ﻤﺩﺓ ﺘﻨﻔﻴﺫ ﺍﻟﺨﺩﻤﺔ ﺃﻭ ﺍﻻﻨﺘﻬﺎﺀ ﻤﻥ ﺘﻨﻔﻴﺫﻫﺎ ﻭﻓﻘﺎ ﻟﻠﻘﻭﺍﻋﺩ ﻭﺍﻻﺠﺭﺍﺀﺍﺕ و للمدد المنصوص عليها فى قوانين جمهورية مصر العربية ذات الصلة.
11. ﻻ ﻴﻭﺠﺩ ﻟﺩﻴﻨﺎ ﻓﻰ ﺍﻟﻭﻗﺕ ﺍﻟﺤﺎﻀﺭ ﺃﻱ ﻨﻭﻉ ﻤﻥ ﺘﻀﺎﺭﺏ ﺍﻟﻤﺼﺎﻟﺢ ﺃﻭ ﺍﻟﺸﺭﺍﻜﺔ ﺃﻭ ﺃﻱ ﻋﻼﻗﺔ ﺃﺨﺭﻯ ﺒﻤﻘﺩﻤﻲ ﺍﻟﺨﺩﻤﺔ ﺍﻻﺨﺭﻴﻥ ﺍﻟﻤﺴﺠﻠﻴﻥ ﺒﺎﻟﻤﺭﻜﺯ ﻭﻁﺒﻘﺎ ﻟﺸﺭﻭﻁﻪ، ﻭﻻ ﺒﺄﻱ ﻤﻥ العاملين بالمركز و لا بأى من مالكى او الشركاء او العاملين بالشركات المستفيدة من خدمات المركز.
12. ﻨﻘﺭ ﺒﺈﺨﻁﺎﺭ ﺍﻟﻤﺭﻜﺯ ﻋﻠﻲ ﺍﻟﻔﻭﺭ ﺒﺤﺩﻭﺙ ﺃﻱ ﺘﻐﻴﻴﺭ ﻓﻲ ﺍﻟﻅﺭﻭﻑ ﺴﺎﻟﻔﺔ ﺍﻟﺫﻜﺭ، و ذلك اثناء اى مرحلة من مراحل ﺍﻟﺘﺴﺠﻴل، ﺍﻭ ﺇﺠﺭﺍﺀﺍﺕ ﺍﻟﻤﻨﺎﻗﺼﺎﺕ ﺃﻭ ﺍﻟﺘﻌﺎﻗﺩ ، ﺃﻱ ﻜﺎﻨﺕ ﺼﻭﺭﺘﻪ ﺃﻭ ﺃﺜﻨﺎﺀ ﺘﻨﻔﻴﺫ ﺃﻱ ﻋﻘﺩ ﺍﻭ ﺍﻤﺭ ﺍﺴﻨﺎﺩ
13. .ﻨﻘﺭ ﺒﺎﻟﻌﻠﻡ ﺒﺄﻥ ﺘﻘﺩﻴﻡ ﺃﻱ ﻤﻌﻠﻭﻤﺎﺕ ﻏﻴﺭ ﺩﻗﻴﻘﺔ ﺃﻭ ﻏﻴﺭ ﻜﺎﻤﻠﺔ ﺒﺸﻜل ﻤﺘﻌﻤﺩ ﻓﻲ ﻨﻤﺎﺫﺝ ﺍﻟﺘﺴﺠﻴل ﺍﻭ ﻋﺩﻡ ﺍﺨﻁﺎﺭ المركز ﺒﺎﻱ ﺘﻐﻴﻴﺭ ﺍﻭ ﺘﻌﺩﻴل ﻓﻲ ﺍﻟﺒﻴﺎﻨﺎﺕ ﺍﻟﺤﺎﻟﻴﺔ ﻓﻲ ﺍﻟﻭﻗﺕ اﻟﻤﻨﺎﺴﺏ ﻗﺩ ﻴﺴﻔﺭ ﻋﻥ ﺍﺴﺘﺒﻌﺎﺩﻨﺎ ﻤﻥ ﺍﻟﻌﻤل ﻤﻊ ﺍﻟﻤﺭﻜﺯ.
14. ﺃﻨﻨﺎ ﻋﻠﻲ ﺩﺭﺍﻴﺔ ﻜﺎﻤﻠﺔ ﺒﺎﻟﻘﻭﺍﻋﺩ ﺍﻟﻤﻨﻅﻤﺔ ﻟﻠﺘﺴﺠﻴل ﺒﺎﻟﻤﺭﻜﺯ ﻭﻜﺫﻟﻙ ﺍﻟﺸﺭﻭﻁ ﺍﻟﻌﺎﻤﺔ ﻟﻌﻘﻭﺩ ﺍﻟﻤﺭﻜﺯ، ﻜﻤﺎ ﺃﻨﻨﺎ ﻨﻘﺭ ﺒﺄﻥ ﺍﻻﻟﺘﺯﺍﻡ ﺒﻬﺫﻩ ﺍﻟﻘﻭﺍﻋﺩ ﻭﺍﻟﺸﺭﻭﻁ ﻫﻭ ﻤﻁﻠﺏ ﺃﺴﺎﺴﻲ ﻗﺒل ﺃﻭ ﺍﺜﻨﺎﺀ ﺃﻱ ﺘﻌﺎﻗﺩ ﻴﺒﺭﻡ ﻤﻊ ﺍﻟﻤﺭﻜﺯ.
15. ﺘﻨﻔﻴﺫ ﺍﻟﺨﺩﻤﺎﺕ ﺒﺄﺴﻠﻭﺏ ﻤﻬﻨﻲ ﻤﺘﺨﺼﺹ، ﻤﻊ ﺍﻷﺨﺫ ﻓﻲ ﺍﻻﻋﺘﺒﺎﺭ ﺍﻟﻘﻭﺍﻨﻴﻥ ﻭﺍﻟﻠﻭﺍﺌﺢ ﺍﻟﻤﻌﻤﻭل ﺒﻬﺎ، ﻜﻤﺎ ﻨﻘﺭ ﺒﺄﻥ ﻨﺅﺩﻱ ﺩﻭﺭ ﺍﻻﺴﺘﺸﺎﺭﻱ ﺍﻷﻤﻴﻥ ﻟﻠﻤﺭﻜﺯ ﻋﻨﺩ ﺃﺩﺍﺀ ﺍﻟﺨﺩﻤﺎﺕ، ﻋﻼﻭﺓ ﻋﻠﻲ ﺍﻟﻘﻴﺎﻡ ﺒﺄﺩﺍﺀ ﺩﻭﺭ ﺍﻟﻭﺴﻴﻁ ﺍﻟﻌﺎﺩل ﺒﻴﻥ ﺍﻟﻤﺭﻜﺯ ﻭﺃﻱ ﻁﺭﻑ ﺜﺎﻟﺙ ﻋﻨﺩﻤﺎ ﺘﻘﺘﻀﻲ ﺍﻟﻅﺭﻭﻑ.
16. ﺍﺨﻁﺎﺭ ﺍﻟﻤﺭﻜﺯ ﻓﻭﺭﺍ ﻓﻲ ﺤﺎﻟﺔ ﺃﻱ ﺤﺩﺙ ﻤﻠﻤﻭﺱ ﺤﺴب ﺘﻘﺩﻴﺭﻨﺎ ﻴﻤﻜﻥ ﻤﻥ ﺸﺄﻨﻪ ﺇﻋﺎﻗﺔ ﺘﻨﻔﻴﺫ ﺃﻱ ﺨﺩﻤﺔ ﺃﻭ ﻨﺸﺎﻁ ﻤﻊ ﺍﻟﻤﺭﻜﺯ ﺒﻨﺠﺎﺡ ﺨﻼل ﺍﻱ ﻋﻘﺩ
17. ﻋﺩﻡ ﺘﻘﺩﻴﻡ ﺃﻴﺔ ﻋﺭﻭﺽ، ﺃﻭ ﻫﺩﺍﻴﺎ ﻋﻴﻨﻴﺔ ﺃﻭ ﻤﺎﻟﻴﺔ ﻤﻥ ﺃﻱ ﻨﻭﻉ ﻭﺍﻟﺘﻲ ﻴﻤﻜﻥ ﺘﻔﺴﻴﺭﻫﺎ ﻋﻠﻲ ﺃﻨﻬﺎ ﻋﻤل ﻏﻴﺭ ﻗﺎﻨﻭﻨﻲ ﺃﻭ ﻋﻤل ﻴﺒﻌﺙ ﻋﻠﻲ ﺍﻟﻔﺴﺎﺩ ﻭﺫﻟﻙ ﻷﻯ ﻤﻥ ﺍﻟﻌﺎﻤﻠﻴﻥ ﺒﺎﻟﻤﺭﻜﺯ ﺃﻭﺍﻟﺸﺭﻜﺎﺕ ﺍﻟﻤﺴﺘﻔﻴﺩﺓ - ﺴﻭﺍﺀ ﻜﺎﻥ ﺫﻟﻙ ﺒﺸﻜل ﻤﺒﺎﺸﺭ ﺃﻭ ﻏﻴﺭ ﻤﺒﺎﺸﺭ- ﻨﻅﻴﺭ ﺍﻟﺤﺼﻭل ﻋﻠﻲ ﺤﻕ ﺘﻨﻔﻴﺫ ﺃﻱ ﺘﻌﺎﻗﺩ ﻤﻊ ﻤﺭﻜﺯ ﺘﺤﺩﻴﺙ ﺍﻟﺼﻨﺎﻋﺔ. ﻭﺘﻌﺘﺒﺭ ﺃﻱ ﻤﻥ ﻫﺫﻩ ﺍﻟﻤﻤﺎﺭﺴﺎﺕ ﺒﻤﺜﺎﺒﺔ ﺃﺴﺎﺱ ﻟﻔﺴﺎﺩ ﻋﻤﻠﻴﺔ ﺍﻟﺘﻌﺎﻗﺩ ﻤﻤﺎ ﻴﺅﺩﻱ ﺇﻟﻲ ﺍﻨﻬﺎﺀ ﺍﻟﺘﻌﺎﻗﺩ ، ﻭﻓﻰ ﻫﺫﻩ ﺍﻟﺤﺎﻟﺔ ﺴﻭﻑ ﻴﺼﻴﺭ ﺍﻤﺭ ﺍﻻﺴﻨﺎﺩ ﻻﻏﻴﺎ و باطلا.
18. ﻋﺩﻡ ﺍﻟﻤﺸﺎﺭﻜﺔ ﻓﻲ ﺃﻱ ﻤﻨﺎﻗﺼﺔ ﺃﻭ ﻗﺒﻭل ﺃﻱ ﺍﻭﺍﻤﺭ ﺍﺴﻨﺎﺩ ﺨﺎﺼﺔ ﺒﻌﻘﻭﺩ ﺍﻷﻁﺭ ﺍﻟﻤﺭﺠﻌﻴﺔ ﺇﻻ ﺇﺫﺍ ﻜﻨﺎ ﻤﺴﺘﻘﻠﻴﻥ ﺘﻤﺎﻤﺎ ﻋﻥ ﻜﺎﻓﺔ ﺍﻷﻁﺭﺍﻑ ﺍﻷﺨﺭﻯ ﻭﺍﻟﺘﻲ ﻴﻤﻜﻥ ﺍﻥ ﺘﺴﺘﻔﻴﺩ ﺨﻼل ﻤﺭﺍﺤل ﺍﻟﺘﻘﻴﻴﻡ.ﻜﻤﺎ ﻨﻘﺭ ﺒﺄﻨﻪ ﻟﻴﺴﺕ ﻫﻨﺎﻙ ﺤﻘﺎﺌﻕ ﺃﻭ ﻅﺭﻭﻑ ﺤﺎﻟﻴﺔ ﺃﻭﺴﺎﺒﻘﺔ ﺘﺸﻜﻙ ﻓﻲ ﻤﺩﻱ ﺍﺴﺘﻘﻼﻟﻴﺘﻨﺎ ﻓﻲ ﻨﻅﺭ ﺃﻱ ﻁﺭﻑ، ﻭﺍﻨﻪ ﺇﺫﺍ ﺍﺘﻀﺢ ﺇﺒﺎﻥ ﻋﻤﻠﻴﺔ ﺍﻟﺘﻘﻴﻴﻡ ﻭﺍﻻﺨﺘﻴﺎﺭ ﺍﻥ ﻤﺜل ﻫﺫﻩ ﺍﻟﻌﻼﻗﺔ ﺒﻴﻥ ﺍﻻﺴﺘﺸﺎﺭﻱ/ﻤﻘﺩﻡ ﺍﻟﺨﺩﻤﺔ ﺃﻭ ﺃﺤﺩ ﺃﻓﺭﺍﺩ ﻓﺭﻴﻕ ﺍﻟﻌﻤل ﻟﺩﻴﻪ ﺃﻭ ﺃﻴﻬﻤﺎ،ﻤﻊ ﺃﻱ ﻓﺭﺩ ﻤﻥ ﻓﺭﻴﻕ ﻋﻤل ﺍﻟﻤﺭﻜﺯ،ﺃﻭ ﻓﺭﻴﻕ ﻋﻤل ﺍﻟﺸﺭﻜﺔ ﺍﻟﻤﺴﺘﻔﻴﺩﺓ ﺃﻭ ﻏﻴﺭﻫﻡ ﻤﻥ ﺍﻻﻁﺭﺍﻑ ﺍﻟﻤﺸﺎﺭﻜﺔ ﻓﻲ ﺇﺠﺭﺍﺀﺍﺕ ﺍﻟﻤﻨﺎﻗﺼﺔ ﺍﻭ ﺍﻟﺘﻨﻔﻴﺫ ﻷﻱ ﻤﻨﻬﺎ،ﻜﺎﻥ ﻋﻠﻴﻨﺎ ﺍﻟﺘﻭﻗﻑ ﻋﻠﻲ ﺍﻟﻔﻭﺭﻋﻥ ﺍﻻﺴﺘﻤﺭﺍﺭ ﻓﻲ الإجراءات، وسوف يترتب على ﻤﺨﺎﻟﻔﺔ ﺫﻟﻙ ﺇﻨﻬﺎﺀ ﺍﻟﻤﻨﺎﻗﺼﺔ ﻭ ﺍﻟﺘﻌﺎﻗﺩ ﺘﻠﻘﺎﺌﻴﺎ ﺒﺩﻭﻥ ﺃﻱ ﻤﺴﺌﻭﻟﻴﺔ ﻋﻠﻲ المركز فى هذه الحالة ﻭﻓﻰ ﻫﺫﻩ ﺍﻟﺤﺎﻟﺔ ﺴﻭﻑ ﻴﺼﻴﺭ ﺍﻤﺭ ﺍﻻﺴﻨﺎﺩ لاغيا و باطلا.
19. ﺘﺤﻤل ﺍﻟﻤﺴﺌﻭﻟﻴﺔ ﻜﺎﻤﻠﺔ ﺘﺠﺎﻩ ﺍﻟﻐﻴﺭ، ﺒﻤﺎ ﻓﻲ ﺫﻟﻙ ﺍﻟﻤﺴﺌﻭﻟﻴﺔ ﻋﻥ ﺍﻟﺨﺴﺎﺌﺭ ﺃﻭ ﺍﻷﻀﺭﺍﺭ ﻤﻥ ﺃﻱ ﻨﻭﻉ ﺃﺜﻨﺎﺀ ﺘﻨﻔﻴﺫ ﺍﻟﺨﺩﻤﺔ، ﻜﻤﺎ ﻨﻘﺭ ﺒﻤﺴﺌﻭﻟﻴﺘﻨﺎ ﻋﻥ ﺃﻱ ﺩﻋﻭﻯ ﺃﻭ ﻋﻤل ﻨﺎﺘﺞ ﻋﻥ ﻫﺫﺍ ﺍﻻﻨﺘﻬﺎﻙ ﻤﻥ ﺠﺎﻨﺒﻨﺎ ﺃﻭ ﻓﺭﻴﻕ ﻋﻤﻠﻨﺎ، ﺃﻭ ﺍﺴﺘﺸﺎﺭﻴﻴﻨﺎ ﻨﺘﻴﺠﺔ ﺍﻨﺘﻬﺎﻙ ﺤﻘﻭﻕ ﺍﻟﻐﻴﺭ ﻓﻴﻤﺎ ﻴﺘﺼل ﺒﺄﺩﺍﺀ ﻭﻅﺎﺌﻔﻨﺎ ﻜﻤﺎ ﻫﻭ ﻤﻨﺼﻭﺹ ﻋﻠﻴﻬﺎ ﻓﻲ ﺍﻟﻌﻘﺩ، ﺇﻻ ﻋﻨﺩﻤﺎ ﺘﻘﺭﺭ ﻟﺠﻨﺔ ﺍﻟﺘﺤﻜﻴﻡ ﺃﻭ ﺍﻟﻤﺤﻜﻤﺔ ﺫﺍﺕ ﺍﻻﺨﺘﺼﺎﺹ ﺍﻟﻘﻀﺎﺌﻲ ﻤﻥ ﺨﻼل ﺤﻜﻡ ﻨﻬﺎﺌﻲ ﺒﺄﻥ ﻫﺫﻩ ﺍﻟﺨﺴﺎﺌﺭ ﺃﻭ ﺍﻷﻀﺭﺍﺭ ﺃﻭﺍﻟﻤﺴﺌﻭﻟﻴﺎﺕ ﻜﺎﻨﺕ ﻨﺘﻴﺠﺔ ﺍﻻﻫﻤﺎل ﺍﻟﺠﺴﻴﻡ ﺃﻭ ﺴﻭﺀ ﺍﻟﺴﻠﻭﻙ ﺍﻟﻤﺘﻌﻤﺩ ﻤﻥ ﺠﺎﻨﺏ ﺍﻟﻤﺭﻜﺯ.
20. ﻴﺤﺩﺩ ﺃﻱ ﺇﺨﻁﺎﺭ ﺃﻭ ﻤﻨﺸﻭﺭ ﻨﺼﺩﺭﻩ ﺒﻤﻌﺭﻓﺘﻨﺎ ﻴﺘﻌﻠﻕ ﺒﺎﻟﺨﺩﻤﺎﺕ، ﺒﻤﺎ ﻓﻲ ﺫﻟﻙ ﺍﻟﻤﺅﺘﻤﺭﺍﺕ ﻭﺍﻟﻨﺩﻭﺍﺕ ﺃﻥ ﺍﻟﺨﺩﻤﺎﺕ ﺃﻭ ﺍﻟﻤﺸﺭﻭﻉ ﺃﻭ ﻜﻠﻴﻬﻤﺎ ﻤﻤﻭﻟﺔ ﻤﻥ ﺍﻟﻤﺭﻜﺯ. ﻜﻤﺎ ﻨﺘﻌﻬﺩ ﺒﺎﺘﺨﺎﺫ ﻤﺎ ﻴﻠﺯﻡ ﻟﻺﻋﻼﻥ ﺒﺄﻥ ﺍﻟﻤﺭﻜﺯ ﻫﻭ ﺍﻟﻘﺎﺌﻡ ﺒﺎﻟﺘﻤﻭﻴل ﻟﻠﺨﺩﻤﺔ ﺍﻟﻤﻘﺩﻤﺔ ﻭﻤﺩﻯ ﻤﺴﺎﻫﻤﺘﻪ ﺍﻟﻤﺎﻟﻴﺔ، ﻜﻤﺎ ﺴﺘﺘﻀﻤﻥ ﺍﻟﺘﻘﺎﺭﻴﺭ ﺍﻟﺩﺍﺨﻠﻴﺔ ﻭﺍﻟﺨﺎﺭﺠﻴﺔ ﺫﻟﻙ، ﻜﻤﺎ ﺍﻨﻪ ﻓﻲ ﺤﺎﻟﺔ ﺍﻟﺘﻌﺎﻤل ﻤﻊ ﺍﻷﻋﻼﻡ ﺒﺨﺼﻭﺹ ﺍﻟﺨﺩﻤﺔ ﺴﻴﺘﻡ ﺍﻹﻓﺼﺎﺡ ﺍﻥ ﺍﻟﻤﻤﻭل ﻫﻭ ﻤﺭﻜﺯ ﺘﺤﺩﻴﺙ ﺍﻟﺼﻨﺎﻋﺔ ﻁﺒﻘﺎ ﻟﻨﺴﺒﺔ ﻤﺴﺎﻫﻤﺕ.
21. ﻓﻲ ﺤﺎﻟﺔ ﻗﺒﻭل ﺍﻟﻤﺭﻜﺯ ﻁﻠﺒﻨﺎ ﻟﻠﺘﺴﺠﻴل ﻟﺘﻘﺩﻴﻡ ﺨﺩﻤﺎﺕ ﻤﻥ ﺨﻼل ﻋﻘﻭﺩ ﺨﺩﻤﺎﺕ ﺍﻻﻁﺭ ﺍﻟﻤﺭﺠﻌﻴﺔ ﻨﻘﺭ ﺒﺄﻨﻨﺎ ﻨﻘﺒل ﻜﺸﺭﻁ ﻭﻗﺒل ﻋﻤﻠﻴﺔ ﺍﻟﺘﺴﺠﻴل ﺩﻓﻊ ﻤﺒﻠﻎ 5000 ﺠﻨﻴﻪ ﻤﺼﺭﻱ ﻭﻤﻀﻌﻔﺎﺘﻬﺎ ﺍﺫﺍ ﻟﺯﻡ ﺍﻷﻤﺭ ﻭﻁﺒﻘﺎ ﻷﺠﻤﺎﻟﻲ ﺤﺠﻡ ﺍﻷﻋﻤﺎل ﺍﻟﻤﻭﻜﻠﺔ ﺍﻟﻴﻨﺎ ﻓﻲ ﺍﻱ ﻭﻗﺕ ﻜﻀﻤﺎﻥ ﻟﺠﺩﻴﺔ ﺍﻟﺘﺴﺠﻴل ﻭﺍﻟﺘﻌﺎﻗﺩ ﻟﻠﻌﻤل ﻤﻊ ﺍﻟﻤﺭﻜﺯ ﺒﻨﻅﺎﻡ ﺍﻷﻁﺭ ﺍﻟﻤﺭﺠﻌﻴﺔ ﻭﻗﺒﻭل ﺍﻭﺍﻤﺭ الإسناد كما تعتبر هذه المبالغ ضمان لحسن الأداء اثناء ﺘﻨﻔﻴﺫ ﺍﻭﺍﻤﺭ ﺍﻷﺴﻨﺎﺩ ﺍﻭ ﺍﻟﻌﻘﻭﺩ ﺨﻼل ﻤﺩﺓ ﺍﻟﺘﻌﺎﻗﺩ. ﻭﻓﻲ ﺤﺎﻟﺔ ﺍﺨﺘﻴﺎﺭﻨﺎ ﻟﺘﻘﺩﻴﻡ ﺇﺤﺩﻯ ﺍﻟﺨﺩﻤﺎﺕ ﻭﻋﺩﻡ ﺘﻭﻗﻴﻊ ﺍﻟﻌﻘﺩ، ﺍﻭ ﺭﻓﻀﻨﺎ ﻷﻱ ﺍﻭﺍﻤﺭ ﺍﺴﻨﺎﺩ ﺃﻭ ﻓﻲ ﺤﺎﻟﺔ ﻋﺩﻡ ﺍﻟﺘﺯﺍﻤﻨﺎ ﺒﺎﻟﺘﻭﻗﻴﺘﺎﺕ ﺍﻟﻤﺘﻔﻕ ﻋﻠﻴﻬﺎ ﻟﻠﺒﺩﺍﻴﺔ ﺍﻭ ﺍﻨﺘﻬﺎﺀ ﺍﻷﻋﻤﺎل ﺍﻭ ﻋﺩﻡ ﺍﻻﻟﺘﺯﺍﻡ ﺒﻭﺍﺠﺒﺎﺘﻨﺎ ﺍﻟﻤﻘﺭﺭﺓ ﻓﻲ ﺍﻱ ﺍﻤﺭ ﺍﺴﻨﺎﺩ ﺍﻭ ﺘﻌﺎﻗﺩ، ﻨﻘﺭ ﺒﺄﻨﻨﺎ ﻨﻭﺍﻓﻕ ﻋﻠﻲ ﺍﺴﺘﺒﻌﺎﺩﻨﺎ ﻤﻥ ﻗﺎﻋﺩﺓ ﺒﻴﺎﻨﺎﺕ ﺍﻟﻤﺭﻜﺯ ﻭﻤﺼﺎﺩﺭﺓ ﻫﺫﻩ ﺍﻟﻤﺒﺎﻟﻎ. ﻭﻨﻭﺍﻓﻕ ﻋﻠﻲ ﺃﻥ ﻫﺫﻩ ﺍﻟﻤﺒﺎﻟﻎ ﻻ ﺘﺤل ﻤﺤل ﺍﻟﻀﻤﺎﻥ ﺍﻻﺒﺘﺩﺍﺌﻲ ﺍﻭ ﻀﻤﺎﻥ ﺍﻷﺩﺍﺀ ﺍﻟﺘﻲ ﻴﺠﻭﺯ ﻁﻠﺒﻬﺎ ﺨﻼل ﺇﺠﺭﺍﺀﺍﺕ ﺍﻟﻤﻨﺎﻗﺼﺔ المختلفة الأخرى ﻭﺍﻟﻤﻌﻤﻭل ﺒﻬﺎ ﺩﺍﺨل ﺍﻟﻤﺭﻜﺯ.
22. ﺘﻨﻔﻴﺫ ﺍﻱ ﺍﻭﺍﻤﺭ ﺍﺴﻨﺎﺩ ﺍﻭ ﻋﻘﻭﺩ ﺒﻨﻅﺎﻡ ﺍﻻﻁﺭ ﺍﻟﻤﺭﺠﻌﻴﺔ ﺍﻥ ﻭﺠﺩﺕ ﻓﻲ ﻜﺎﻓﺔ ﻤﺩﻥ ﻭﻤﺤﺎﻓﻅﺎﺕ ﺠﻤﻬﻭﺭﻴﺔ ﻤﺼﺭ ﺍﻟﻌﺭﺒﻴﺔ ﺒﻤﺎ ﻓﻲ ﺫﻟﻙ ﺍﻟﺼﻌﻴﺩ ﻭﺴﻴﻨﺎﺀ ﻭﺍﻟﻤﻨﺎﻁﻕ ﺍﻟﻨﺎﺌﻴﺔ ﻭﺍﻻﻭﻟﻰ ﺒﺎﻟﺭﻋﺎﻴﺔ.
23. ﻨﻭﺍﻓﻕ ﻋﻠﻲ ﺍﺴﺘﺒﻌﺎﺩﻨﺎ ﻤﻥ ﻗﺎﻋﺩﺓ ﺒﻴﺎﻨﺎﺕ ﺍﻟﻤﺭﻜﺯ ﻭﻁﺒﻘﺎ ﻹﺠﺭﺍﺀﺍﺘﻪ ﻭﺫﻟﻙ ﻓﻲ ﺤﺎﻟﺔ ﺍﺨﺘﻴﺎﺭﻨﺎ ﻟﺘﻘﺩﻴﻡ ﺇﺤﺩﻯ ﺨﺩﻤﺎﺕ ﺍﻟﻤﺭﻜﺯ ﺍﻟﻤﺘﻔﻕ ﻋﻠﻴﻬﺎ ﻭﺭﻓﻀﻨﺎ ﺘﻭﻗﻴﻊ ﺍﻟﻌﻘﺩ، او استلام امر الاسناد
24. ﻓﻲ ﺤﺎﻟﺔ ﻭﺠﻭﺩ ﺍﺨﺘﻼﻑ ﻓﻲ ﺍﻟﻤﻌﻨﻲ ﺒﻴﻥ ﺍﻟﻨﺹ ﺒﺎﻟﻠﻐﺔ ﺍﻟﻌﺭﺒﻴﺔ ﻭﺍﻟﻨﺹ ﺒﺎﻟﻠﻐﺔ ﺍﻻﻨﺠﻠﻴﺯﻴﺔ ﻓﺎﻥ ﺍﻟﻨﺹ ﺍﻟﻭﺍﺭﺩ ﺒﺎﻟﻠﻐﺔ ﺍﻟﻌﺭﺒﻴﺔ ﻫﻭ ﺍﻟﺫﻱ ﺴﻭﻑ ﻴﺴﻭﺩ ﻭﻴﻜﻭﻥ ﻭﺍﺠﺏ ﺍﻟﻌﻤل ﺒﻪ.

ﻋﻥ ﻤﻘﺩﻡ ﺍﻟﺨﺩﻤﺔ**ﺍﻻﺴﻡ:****ﺍﻟﻭﻅﻴﻔﺔ:****ﺍﻟﺘﻭﻗﻴﻊ:****ﺍﻟﺘﺎﺭﻴﺦ:** | We hereby declare the following:1. Submission of all required documents as per IMC regulations
2. All information submitted to IMC both manually and/or electronically is authentic and true.
3. We shall annually update all submitted data and legally established documents. Moreover we shall promptly report to IMC any modifications within the contents of these documents - including but not limited to - any activity changes, partial or total cancellation of activities. Alterations in shareholders’ contributions, introduction of new or exit of existing shareholders, changes in official mailing addresses, Updating registered experts experiences or change in status of resident or freelance consultants.
4. Residents’ experts and freelancers’ availability for services and sustainability within the company, while notifying IMC of any changes in their employment status.
5. We do accept IMC’s procedures in service providers’ selection process
6. Our being registered on IMC database does not grant us any rights prior to signing a contract with IMC. Any procedures or correspondence prior to such signature are of no significance.
7. Performing the service for the beneficiary party as per IMC’s terms of reference and in accordance to the agreed upon time plan with the beneficiary company and approved by IMC as illustrated within the contract
8. Performance of IMC’s services in Egyptian pounds as per IMC’s pre-set prices unless otherwise stated within the contract.
9. We shall undertake full responsibility for any and all taxes, fees and stamps applicable that could result of any IMC’s contracts or purchase orders as per the Arab Republic of Egypt’s current and future governing laws, such as Income tax and sales tax (if applicable). We also take full criminal and civil responsibilities without any liability on IMC in this regard.
10. Our Commitment to full secrecy in dealing with service recipient’s (beneficiary) data without leaking any related info to a third party. We also undertake keeping full confidentiality safeguarding all reports, documents, data or any material being confidentially relayed to us. Additionally, we undertake all measures internally and externally in preserving confidentiality of all information obtained and in particular the intellectual property rights during and after the whole period of performance of service for whole longevity of relevant periods set forth and in accordance to the prevailing rules and
11. Currently- as per IMC terms, - neither do we have a conflict of interest, nor are we in any way related to any other IMC registered service providers. Likewise, we are not related to any of IMC’s or IMC’s beneficiary employees.
12. We shall inform IMC immediately, and at any contractual phase, of any changes in the above conditions - including but not limited to any stages of registration, on-going tendering or contracting process and similarly during the implementation of any contract or Purchase Order.
13. We are fully aware and accept IMC’s registration regulations and that any inaccurate or incomplete information deliberately provided during the registration, or changes in the current data not timely conveyed to IMC may result in eliminating us from IMC database.
14. We declare our full awareness and commitment to IMC’s registration regulations as well as all IMC’s contracts’ General Conditions and that this commitment is a prime requisite during any and all stages of any contract with IMC
15. All services shall be carried out in due diligence in abidance with the prevailing rules and regulations as we take forth our dedication to any consultancy services we perform as we also commit to exercise full fairness whenever we need to act as an intermediary role with any other third party.
16. We shall promptly notify IMC of any incident that might occur which could hinder the successful outcome of any service or activity within any of IMC’s contracts.
17. No offers, gifts, payments, or benefit of any kind, - that could be construed as illegal or corrupt practice-, to be directly or indirectly made, to any of IMC or IMC’s beneficiary personnel as an inducement or reward for the award or execution of any contract with IMC. Any such practice would be grounds for procurement process's corruption and would lead to contract “termination for a reason” as it would also render all award notifications as void and null.
18. We shall not participate in any tender or accept any framework awarding letter unless we are totally independent from all parties, which stand to gain from the evaluation. As we also declare that there are no past or present facts or circumstances that could subject us to questioning our independence by any of the parties involved. Should it become apparent during the implementation process from evaluation/selection process thru the contract final payment that such relation exists or has been established between the consultant / service provider and/or any of his/her staff, with any IMC staff, the beneficiary staff or any other parties participating in the procurement procedure, shall result in immediate seizure of any contractual process. Without any liabilities on IMC as it would consequently render all awarding letters void and obsolete
19. We shall assume sole liability towards third parties on all loss, damage and injury of any kind during the execution of any services. We also declare releasing IMC of all liabilities as a on the above as a consequence due to any infringement from our side unless otherwise announced by an arbitration panel or in a final judgment uttered by a competent jurisdiction as their being a result of some gross negligence or misconduct on IMC’s behalf or on behalf of any of its employees.
20. Any notice or publication by us concerning the services, including at a conference or seminar, shall specify that the services and or the project have received funding from the IMC. In this case, we shall take all necessary measures to publicize the fact that the IMC has financed the Project. To that end, we shall refer to IMC financial contribution in information given to the final recipients of the project output, in internal and final reports and in any dealings with the media.
21. In the case where IMC accept our application to register for services under framework contracts procedures, we accept paying an amount of EGP5000 prior to the registration and its multiples if appropriate or required and in accordance to the total value of valid on- going contracts at any point of time. These amounts shall acts as either a tender and/or a performance guarantee during the registration in IMC database and during any award or any contract. In case we are selected for a service and we do not sign the associated contract or we do not meet our commitments to start and/or end on due time or we do not fulfil our obligations under any awarding or contract, we accept removing our name from IMC data base and seizure of these amounts. We understand that this value does not substitute any tender or performance guarantee that might be required in the other various tendering procedures conducted within IMC.
22. we shall accept all awards or contracts under framework contracts if applicable in all cities and governorates of the Arab Republic of Egypt including Upper Egypt, Sinai as well as all remote areas that need prior attention
23. We agree on having our name removed and being eliminated from IMC data base in any event where we abstain from signing any contract with IMC after being selected or having received any award letters.
24. In case of any discrepancies of meaning due to the bilingual articles above; the Arabic language prevails**.**

For the Service Provider Name:**Title: Signature: Date:** |

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| --- | --- | --- |
| **Registration Number:** | **Original Received by:** | **Date:** |