

INVITATION TO TENDER NO 10340

**COMPUTING SERVICES – SOFTWARE DEVELOPMENT, MAINTENANCE, CONSULTANCY AND
ASSISTANCE FOR DIFFERENT TYPES OF IT APPLICATIONS**

DRAFT CONTRACT

FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – 10340

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this Contract by [Mr/Mrs/Ms name in full,], Head of the '[name of unit]' Unit of the Publications Office of the European Union (hereinafter referred to as "the Publications Office"),

of the one part,

and

Official name in full:

Official legal form:

Statutory registration number:

Official address in full:

.....

VAT registration number:

hereinafter referred to as "the Contractor"¹, represented for the purposes of the signature of this Contract by:

Name in full and function:

.....

of the other part,

¹ In case of a joint offer, the following sentence will be added to this part of the contract which indicates the parties:
“The parties identified above and hereinafter collectively referred to as ‘the Contractor’ shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract”.

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following annexes:

- Annex 1** – Price schedule and estimation form (Volume I)
- Annex 2A** – Financial identification form (Volume I)
- Annex 2B** – Legal entity form (Volume I)
- Annex 2C** – Order form and Specific contract (please note that these are indicative models and they might change in the future) (Volume I)
- Annex 2E** – Agreement/Power of Attorney in case of a joint bid (Volume I)
- Annex 3** – Tender Specifications (Volume II)²
- Annex 4** – Contractor's tender (Volume III)³

which form an integral part of this contract (hereinafter referred to as “the Contract”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the annexes. The terms set out in the Contract shall take precedence over those in the order forms and specific contracts (hereby collectively referred to as “*Orders*”). The terms set out in Tender Specifications shall take precedence over the Contractor’s tender.

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.8 should he dispute any such instruction.

This Contract sets out the legal, administrative, technical and financial conditions applicable to all relations between the European Union and the Contractor during its period of validity.

² Including clarifications if applicable.

³ Not including the draft contract and the documents already attached in Volume I.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Contract is the provision of the **Computing services – Software development, maintenance, consultancy and assistance for different types of IT applications.**
- I.1.2** Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through Orders is binding on the Commission.
- I.1.3** Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and provide the services in accordance with all terms and conditions of the Contract.
- I.1.4** The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex 3 to the Commission. The Contractor is selected as the [to be completed] contractor for a multiple framework contract in cascade.

ARTICLE I.2 - DURATION

- I.2.1** **For lots 1-3** the Contract shall enter into force on 20th August 2011, whereas for **lot 4** the Contract is expected to enter into force on 15th October 2011 if it has already been signed by both contracting parties; otherwise it shall enter into force following its signature by the Commission.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Provision of the services may under no circumstances begin before the date on which the Order enters into force.
- I.2.3** The Contract for **lots 1-3** is concluded for an initial period from 20th August 2011 until 1st August 2012.
The Contract for **lot 4** is concluded for an initial period from 15th October 2011 until 1st August 2012.
This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The Orders shall be returned signed before the Contract to which they refer expires.
The Contract shall continue to apply to such Orders after its expiry, but no later than three (3) months following the expiry of the Contract.
- I.2.5** The Contract shall be renewed automatically up to three (3) times, each time for one (1) year, under the same conditions, unless written notification to the contrary is sent by one of the contracting parties by registered mail and received by the other not later than six (6) months before its expiry. Renewal does not imply any modification or deferment of existing obligations.
- I.2.6** The Commission reserves the right to perform a mid-term review of the terms of the Contract. After the mid-term review, if the Conditions initially laid down are no longer geared to the price or technological evolution, the Commission may request the Contractor to adjust the contractual Conditions to the recent market developments, or terminate the Contract.

ARTICLE I.3 –PRICES

I.3.1 The prices of the services shall be as listed in Annex 1.

I.3.2 Prices shall be expressed in EUR.

I.3.3 Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

From the beginning of the second year of duration of the Contract, 75% of each price may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it entered into force.

In case of a justified and timely request, the revised prices shall enter into force on the anniversary date of the entry into force of the Contract.

The price revisions will be calculated with the same number of decimals as was accepted in the initial original price schedule and also the revised prices will have the same number of decimals.

The Commission shall purchase on the basis of the prices in force on the date on which Orders are signed. Such prices shall not be subject to revision.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(\frac{Ir}{Io} (0,25 + 0,75 \frac{I}{Io}) \right)$$

where:

Pr = revised price;

Po = price in the original tender;

I = harmonised index of consumer prices in the Contractor's country⁴, expressed in euro, as published on the Internet site "Europa" (Eurostat), accessible currently at the address <http://epp.eurostat.ec.europa.eu/>, under the theme "Selected Statistics", tag "Prices (HICP)", heading "Harmonised Indices of Consumer Prices (HICP)", tag "Database";

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

⁴ In case of a joint offer, the index of the country of the co-ordinator (consortium leader) will be used.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

I.4.1 Fixed price projects

The first contractor on the cascading list will receive (unless temporarily excluded) a request with accompanying documents (i.e. functional or technical specifications). Within ten (10) working days following the request reception the Contractor shall submit its proposal to the Publications Office. Should the Contractor be unavailable, he shall give reasons for refusal within the same period and the Commission shall be entitled to place the Order with the next contractor (unless temporarily excluded) on the list. In the event of failure to observe this deadline the Contractor shall be considered unavailable.

Unless otherwise indicated in the request, the proposal shall consist of the following elements:

- Project plan, including all the required intervention or active participation of the Publications Office;
- Description of the tasks to be executed and list of the deliverables;
- Constraints (resources, time, planning, infrastructure, etc.);
- Fixed price.

The Publications Office shall have ten (10) working days to accept or reject the proposal. The Contractor may be requested to provide additional information/introduce modifications to its proposal. In such a case, an updated proposal shall be provided within two (2) working days following the request reception by the Contractor. In the event of failure to observe this deadline the Contractor shall be considered unavailable.

In the event of disagreement on the proposal, the Contractor shall be considered unavailable.

Following the acceptance of the Contractor's proposal an Order will be issued. Within ten (10) working days of an Order being sent by the Commission to the Contractor, the Commission shall receive it back, duly signed and dated. In the event of failure to observe this deadline the Contractor shall be considered unavailable.

The deadlines for the tasks execution are calculated from the date of signing of the Order by the Contractor.

I.4.2 Time and means projects

The first contractor on the cascading list will receive (unless temporary excluded) a request with accompanying documents (i.e. functional or technical specifications). Within ten (10) working days following the request reception the Contractor shall submit its proposal to the Publications Office. Should the Contractor be unavailable, he shall give reasons for refusal within the same period and the Commission shall be entitled to place the Order with the next contractor (unless temporary excluded) on the list. In the event of failure to observe this deadline the Contractor shall be considered unavailable.

Unless otherwise indicated in the request, the proposal shall consist of the following elements:

- Project plan including all the required intervention or active participation of the Publications Office;
- Description of the tasks to be executed and list of the deliverables;
- Constraints (resources, time, planning, infrastructure...);
- Estimation of the required resources;
- CVs of the persons proposed for project execution;
- Contractor's statement confirming the availability of the proposed persons.

The Publications Office shall have ten (10) working days to accept or reject the proposal. The contractor may be requested to provide additional information/introduce modifications to its proposal, including a change in the persons proposed for project execution. The Publications Office reserves the right to hold an interview with the proposed person(s)]. In such a case, an updated proposal shall be provided within two (2) working days following the request reception by the Contractor. In the event of failure to observe this deadline the Contractor shall be considered unavailable.

In the event of disagreement on the proposal, the Contractor shall be considered unavailable.

Following the acceptance of the Contractor's proposal an Order will be issued. Within ten (10) working days of an Order being sent by the Commission to the Contractor, the Commission shall receive it back, duly signed and dated. In the event of failure to observe this deadline the Contractor shall be considered unavailable

The deadlines for the tasks execution are calculated from the date of signing of the Order by the Contractor.

ARTICLE I.5 – PAYMENT PERIODS

Payments under the Contract shall be made in accordance with Article II.4 and II.5. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous Orders have not been executed as a result of default or negligence on the part of the Contractor.

I.5.1 Pre-financing

Not applicable

I.5.2. Interim payment

The Contractor may request an interim payment, upon the provisional acceptance of the delivery, as certified by the Provisional acceptance note. The request shall be admissible if accompanied by:

- an approved Provisional acceptance note;
- an approved Detailed activity report (if applicable);
- the relevant invoice(s), indicating the reference number of the Contract and of the Order(s) to which they refer.

Within thirty days of reception of the complete (including all the documents/information mentioned above) request for payment, the payment shall be made.

The Interim payment shall not exceed 60% of the value of the Order (in case of provisional acceptance with reserves), or 90% (in case of provisional acceptance without reserves).

I.5.3. Payment of the balance

The Contractor may request a payment of the balance, upon the expiry of the guarantee period as described in article I.16.

The request shall be admissible if accompanied by:

- an approved Final acceptance note;
- an approved Detailed activity report (if applicable);
- the relevant invoice(s), indicating the reference number of the Contract and of the Order(s) to which they refer.

Within thirty days of reception of the complete (including all the documents/information mentioned above) request for payment, the payment shall be made.

I.5.4 Payments for the maintenance activities

Invoices with respect to maintenance shall be submitted at the end of the calendar quarter unless stated otherwise in the Orders. The first invoice shall cover the period from the start date indicated in the Order until the end of the ongoing calendar quarter.

The request for payment of the balance shall be admissible if accompanied by

- the technical report for the maintenance, including the monthly maintenance reports for the concerned months;
- an approved Detailed activity report (if applicable);
- the relevant invoices, indicating the reference number of the Contract and of the Order to which they refer

The Commission shall have twenty days from receipt to approve or reject the technical report, and the Contractor shall have ten days in which to submit additional information or a new report.

Within thirty days of the date on which the report is approved by the Commission, payment of the balance corresponding to the relevant invoices shall be made.

I.5. Invoices and supporting documents, are to be sent to:

Publications Office of the European Union

CAD-FACTURATION

2, RUE MERCIER

L-2985 LUXEMBOURG

All invoices must carry the number of the Contract and be marked:

“Exempt from VAT. Certificate No _____”

(This information will be supplied by the Commission once the Contract is under way)⁵.

⁵ For Contractors established in Belgium, the orders shall include the following provision: “En Belgique, l’utilisation de ce bon de commande vaut présentation d’une demande d’exemption de la TVA n° 450” or an equivalent statement in the Dutch or German language. The Contractor shall include the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA” or an equivalent statement in the Dutch or German language.

For Contractors established in Italy, the provisions of the Contract constitute a request for VAT exemption, provided the Contractor includes the following statement in his invoice(s): “Operazione non imponibile ai sensi dell’articolo 72, comma 3) paragrafo 3 del D.P.R. n. 633 del 26/10/1972 come modificato da ultimo dal D.L. n. 323 del 20/06/1996 convertito in Legge n. 425 dell’8/8/1996”.

ARTICLE I.6 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro (or local currency where the receiving country does not allow transactions in euro), identified (by a document issued or certified by the bank) as follows:

Name of bank:
Address of branch in full:
Exact designation of account holder:
Full account number including codes:
IBAN code:
BIC code:

as stated in the Contractor's Financial identification form set out in Annex 2A.

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract's and Orders' numbers. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

For the Publications Office of the European Union:

The person responsible for supervising the performance of this Contract is:

Publications Office of the European Union
[Mr /Mrs/Ms complete name]
[complete] Unit
2, Rue Mercier
L-2985 Luxembourg

All correspondence concerning the provisions of this Contract or any amendments is to be sent to the following address:

Publications Office of the European Union
[Mr /Mrs/Ms complete name]
Resources Direction, Calls for Tender and Contracts Unit
2, Rue Mercier
L-2985 Luxembourg

For the Contractor:

The persons responsible for supervising the performance of this Contract on behalf of the Contractor are:

for administrative matters:

Mr/Mrs/Ms
Function:
Company name:
Official address in full:
Tel:
Fax:
E-mail:

for technical matters:

Mr/Mrs/Ms
Function:
Company name:
Official address in full:
Tel:
Fax:
E-mail:

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.8.1** The Contract shall be governed by the Union law complemented, where necessary, by the national substantive law of the Grand Duchy of Luxembourg.
- I.8.2** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of the Grand Duchy of Luxembourg.

ARTICLE I.9 – DATA PROTECTION

I.9.1 Processing of data by the Commission

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. The data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by the Publications Office without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in application of Union law. The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the Publications Office. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

I.9.2 Processing of data by the Contractor

Where the Contract requires the processing of personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement

of such data. The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - aa) unauthorised reading, copying, alteration or removal of storage media;
 - ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - ac) unauthorised persons from using data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE L.10 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving six (6) months formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to the services ordered and executed before the termination date. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

ARTICLE L.10A – CONTRACT CONCLUDED DURING STANDSTILL PERIOD

In case this Contract was signed by the Commission as well as the Contractor before the expiry of fourteen (14) calendar days after simultaneous dispatch of information about the award decisions and decisions to reject, this Contract shall be null and void.

ARTICLE I.11 – LIQUIDATED DAMAGES

- I.11.1** By way of derogation from the provisions of Article II.16.1, in the event of not respecting the requested performance level as defined by the Key Performance Indicators in point 4.7.2. of the Tender Specifications ("KPI"), the Publications Office reserves the right to apply liquidated damages amounting to:
- 200 euro per started working day of delay;
 - 200 euro per started clocking hour of delay (in case of a high priority bug);
 - 100 euro per started 24 clocking hours of delay (in case of a medium priority bug);
- I.11.2** Should the contractor fail to provide the deliverables within the time limits set by the contract or by the relevant Order, the Publications Office reserves the right to apply liquidated damages corresponding to 0,5% of the total value of the relevant purchase per calendar day of delay, however with a minimum amount of 400 euros per calendar day. These liquidated damages shall apply from the deadline for a delivery until the real delivery date.
- I.11.3** In the case of non acceptance of services delivered in a lower quality than the quality set out in the Specifications the services shall be deemed as not delivered within the set deadlines. Liquidated damages of 0.5% of value of the services to be delivered per calendar day of delay, however with a minimum amount of 400 euros per calendar day, shall be calculated for the period from one week after the communication of the decision not to accept the services by the Commission, until the day of a new delivery of the same services. After a second or any further non-acceptance of the same deliverable, the liquidated damages shall apply directly from the day of the second or further non-acceptance.
- I.11.4** The liquidated damages according to this Article may not exceed 25 % of the value of a relevant Order.
- I.11.5** The deadlines under this Contract are set out in the Tender Specifications, (Annex 3 to this Contract), in the SLA or are given in the Order for each particular task.
- I.11.6** The Contractor shall not be liable for any liquidated damages for a specific number of days of delay in the following cases:
- for those days of the delay where the Commission is responsible for the delay,
 - if the delay is shown by the Contractor to be the result of *force majeure*.

ARTICLE I.12 - TEMPORARY EXCLUSION (SUSPENSION CLAUSE)

- I.12.1** Temporary exclusion: following eight minor errors, or three major errors per set of six consecutive deliverables or one fatal error committed by the Contractor, the Commission may temporarily exclude the Contractor from the contract's execution. The Contractor may submit arguments against the decision on temporary exclusion within five (5) days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction or of written withdrawal by the Commission within ten days of the receipt of such arguments, the decision about temporary exclusion shall take effect. It shall end six (6) months after that day. This temporary exclusion period may be extended up to nine (9) months in case of a second or any further temporary exclusion in the course of duration of the framework contract. After the expiry of the period of temporary exclusion, the Commission will proceed again in accordance with the provisions described above Article I.4.

Exemptions from this exclusion rule may be applied if required by the imperative continuity of previous work.

I.12.2 The criteria for classifying an error as major or fatal are as follows:

A fatal error occurs when one of the following conditions is met:

- delay of more than 50 % of the number of working days from the contractor's signature of the Order until the delivery date;
- delay of 25 % or more regarding a previously postponed delivery;
- the deliverable is rejected on the grounds of quality after it has been submitted for acceptance for the third time.

A major error occurs when one of the following conditions is met:

- delay of between 25 % and 50 % (inclusive) of the number of working days from the contractor's signature of the Order until the delivery date;
- delay of less than 25 % regarding a previously postponed delivery
- the deliverable is rejected on the grounds of quality after it has been submitted for acceptance for the second time.

A minor error occurs when the following condition is met:

- not-respecting of the KPIs as set out in the Specifications.

I.12.3 For the purposes of temporary exclusion, delays in delivery are calculated in relation to the delivery date specified in the Order.

ARTICLE I.13 – QUALITY REQUIREMENTS

I.13.1. The Contractor shall perform the work in full knowledge and consideration of the Commission's environment. He shall carry it out in accordance with technical norms, standards and procedures based on best professional practice.

I.13.2. All deliverables shall undergo an internal quality control before being released. This shall include formal, technical and logical checking in order to ensure global consistency and coherence.

I.13.3. Unless it provides a refusal on valid grounds, the Commission shall supply all the assistance, data and information that the Contractor considers necessary or useful for supplying his services. The Contractor shall cooperate with the Commission's other contractors, if necessary, in carrying out his work.

I.13.4. The Contractor shall notify the Commission in writing of any factor likely to compromise or delay the proper execution of the Contract.

I.13.5. If a software is to be developed, it shall be produced in accordance with normal professional practice and shall be free of any defect due to poor design or faulty construction. It shall be devoid of any deliberate mechanism, which leaves it under the Contractor's control after supply to the Commission. It shall meet the operating requirements, specifications and characteristics specified in the Contractor's documents or laid down in the Contract.

I.13.6. The Publications Office reserves the right to make quality and safety audits on the project management on the contractor's premises. In performing such audits, the Publications Office may use the services of third parties for carrying out these audits. The contractor shall undertake to cooperate fully with the Publications Office during such audits. In particular,

the contractor undertakes to grant access to all the information on the project no later than two weeks after the Publications Office requests it and to answer any question from the Publications Office on the project.

ARTICLE I.14 – USE OF EXISTING SOFTWARE

I.14.1. When, for the purposes of the services referred to in Article I.1.1. of this Contract, under the condition that recommended software does not exist, the Contractor uses his own proprietary software or software belonging to a third party, or where the software supplied comprises part of the Contractor's proprietary software or software belonging to a third party, the Contractor shall:

- make specific mention of such software in his bid at the time of tendering or in the proposal according to Article 1.4, in case it was not possible to foresee in the bid;
- state whether the use of such software by the Commission will involve licence payments for development or use and provide an estimate of those payments;
- state whether use of such software by third parties (for example the Member States and other institutions) will involve licence payments for development or use.

The use of such software shall be subject to the Commission's written assent in the specific development agreement.

I.14.2. The Commission shall have the right to disseminate and/or distribute a development product to third parties, even if it contains existing software.

ARTICLE I.15 - SOURCE PROGRAMS

If so requested, the Contractor shall delivery to the Commission within five (5) working days and without charge software plans and source codes and programs, access keys and all other information and documentation, which the latter needs for the proper corrective maintenance, installation and operation of the software.

ARTICLE I.16- GUARANTEE OF PROPER OPERATION

I.16.1. Except in the case of hidden defects, for which his responsibility shall be of unlimited duration, the Guarantee of Proper Operation shall last for a period of twelve (12) months from the date of provisional acceptance with or without reserves or for another period if specified in the Order. The Contractor shall be responsible for the immediate repair, at his own expense, of any failures or breakdowns notified by the Commission that occur during the guarantee period, unless he can prove that such failures or breakdowns have occurred for reasons other than mistakes made in performance of the service, or other than manufacturing or design errors in that portion of the work for which he was responsible.

I.16.2. The Commission shall notify the Contractor of the type and scale of any failure as soon as it occurs. If the Contractor does not repair the system without delay, the Commission may have it repaired by a third party, on the responsibility and at the expense of the Contractor.

I.16.3. The duration of the guarantee shall be extended by the period which elapses between the notification of a major problem (ex. high or medium priority bug) to the Contractor duly sent by the Commission during the stated guarantee period and the date at which the Commission accepts the corrected work. The parties shall jointly define the major problems that might affect the software or the system.

ARTICLE I.17 – SECURITY

- I.17.1.** The Contractor shall take any specific measures with regard to products that are needed to ensure the conservation of data and of their support. The software supplied shall not contain any mechanism (e.g. viruses) which could compromise its proper operation and that of other software. The cost of repairing any damage caused by such a mechanism shall be borne by the Contractor.
- I.17.2** The Contractor shall inform the Commission in writing as soon as he has any knowledge of faults in his products that endanger the security of the configurations of which they form part. He shall take immediately any measures necessary to restore the security of the configurations and correct the faults.
- I.17.3.** The Contractor shall ensure that any security measures applicable to specific products are specified in the user manuals and technical documentation supplied to the Commission.
- I.17.4.** Contractors working in the Commission premises (Intra Muros) must conform to any internal Commission security policy. The Contractor is required to replace immediately and without any compensation any person working Intra Muros and breaking against a security rule.
- I.17.5.** The Contractor agrees to impose the security obligations of this point upon his subcontractors and their staff when performing tasks for the Commission in execution of this Contract.

ARTICLE I.18 – OWNERSHIP OF THE RIGHTS

All the elements developed / drafted by the Contractor or his subcontractors for the Publications Office in the pursuance of this Contract shall be the property of the Publications Office.

II – GENERAL CONDITIONS

ARTICLE II. 1 – PERFORMANCE OF THE CONTRACT

- II.1.1** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
 - the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.
- II.1.7** In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.8** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event, the Contractor shall give priority to solving the problem rather than determining liability.

II.1.9 Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II. 2 – LIABILITY

- II.2.1** The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.
- II.2.2** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4** In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.
- II.2.5** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II. 3 - CONFLICT OF INTERESTS

II.3.1 The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

II.3.2 The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3 The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage

constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

II.3.4 The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

ARTICLE II. 4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

Not applicable

II.4.2 Interim payment:

At the end of each of the periods indicated in Annex 3 the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex 3;
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3 Payment of the balance:

Within sixty days of completion of the tasks referred to in each order or specific contract, the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents, which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex 3;
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

ARTICLE II. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1 Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.5.2 The payment periods referred to in Article I.5 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 shall begin to run again once the suspension has been lifted.

II.5.3 In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (“*the reference rate*”) plus seven percentage points (“*the margin*”). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

ARTICLE II. 6 – RECOVERY

II.6.1 If total payments made exceed the amount actually due or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

II.6.2 In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

II.6.3 In the event of failure to pay by the deadline specified in the request for reimbursement, the Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Union that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II. 7 - REIMBURSEMENTS

Not applicable.

ARTICLE II. 8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Union, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE II. 9 – CONFIDENTIALITY

II.9.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.9.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.10.1 The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.9 shall apply.

II.10.2 Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.

II.10.3 Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Union. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.

- II.10.4** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

- II.11.1** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2** The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.
- II.11.3** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II. 12 – FORCE MAJEURE

- II.12.1** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.12.4** The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II. 13 – SUBCONTRACTING

- II.13.1** The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.
- II.13.2** Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.13.3** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II. 14 – ASSIGNMENT

- II.14.1** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission. Request for the authorisation shall be submitted no later than 45 calendar days before the proposed assignment.
- II.14.2** In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II. 15 – TERMINATION BY THE COMMISSION

- II.15.1** The Commission may terminate the Contract, a pending order or a specific contract in the following circumstances:
- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
 - (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the Commission can justify;
 - (d) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
 - (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
 - (f) where the Contractor is in breach of his obligations under Article II.3;
 - (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
 - (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
 - (i) where execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
 - (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
 - (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations;
 - (l) where the maximum liquidated damages specified in Article II.16.2 have been applied by the Commission.

II.15.2 In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least one fifth of the period laid down in Article I.2.3.

II.15.3 Prior to termination under point e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4 Consequences of termination:

In the event of the Commission terminating the Contract or a pending order or specific contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable under the Contract.

ARTICLE II.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

ARTICLE II. 16 – LIQUIDATED DAMAGES

II.16.1 Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2 % of the amount of the relevant purchase per calendar day of delay.

II.16.2 The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations. The amount of the liquidated damages shall be limited to 20 % of the total value of the Contract.

ARTICLE II. 17 – CHECKS AND AUDITS

- II.17.1** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.2** The Commission or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.3** In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last implementation.

ARTICLE II. 18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties. An order or a specific contract may not be deemed to constitute an amendment to the Contract.

ARTICLE II. 19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the Contract, pending orders or specific contracts or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract, of the orders or specific contracts, or of part thereof.

SIGNATURES

For the Contractor,

[*Company name/forename/surname/function*]

signature[s]: _____

Done at [Luxembourg], [date]

In duplicate in English.

For the Commission,

[forename/surname/function]

signature: _____

Done at Luxembourg, [date]

INVITATION TO TENDER N° – DOCUMENT N°

ANNEX 2 TO THE CONTRACT

ORDER FORM No [complete]

governed by the provisions of Framework Contract No [complete] signed on [complete]

European Commission Publications Office of the European Union Unit 2, rue Mercier L-2985 Luxembourg	Mr/Mrs/Ms [complete] [Function] [Company name] [Official address in full]	
Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Commission is exempt from all taxes and dues, including value added tax, on payments due in respect of this order form. (Every invoice indicates the contract number and mentions : « Exempt from VAT. Certificate No” This certificate of VAT exemption will be supplied soon.)		
Description of the services	Quantity	Price
TOTAL PRICE		
<i>[Fixed price without reimbursable costs] [Reimbursable costs up to a maximum amount of EUR ... to be added to the price according to the conditions laid down in the Contract]</i>		
<i>[The duration of the tasks shall not exceed complete].</i> <i>[Execution of the tasks shall start from [the date of Contractor's signature of this order form] [complete date].]</i>	<i>Other details:</i>	

Acceptance of this order implies that the Contractor waives all other terms of business or of execution of the services.

For the Commission,

[forename/surname/function]

For the Contractor,

[Company name/forename/surname/function]

signature: _____

signature[s]: _____

Done at Luxembourg, [date]

Done at [Luxembourg], [date]

ANNEX 2

SPECIFIC CONTRACT No [complete] implementing Framework Contract No ...

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this Contract by [Mr/Mrs/Ms name in full,], Head of the '[name of unit]' Unit of the Publications Office of the European Union (hereinafter referred to as "the Publications Office"),

of the one part,

and

[official name in full]

[*official legal form*]

[*statutory registration number*]

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"⁶), [*represented for the purposes of the signature of this contract by [name in full and function,]*]

of the other part,

HAVE AGREED

ARTICLE III.1: SUBJECT

III.1.1 This specific contract implements Framework Contract No [complete] signed by the Commission and the Contractor on [complete date] [*and renewed on complete date*].

III.1.2 The subject of this specific contract is [short description of subject]. [*This specific contract relates to lot [complete] of the Framework Contract.*]

III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:] [*specified in Annex [complete].*]

⁶ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract".

ARTICLE III.2: DURATION

III.2.1 This specific contract shall enter into force *[[on the date on which it is signed by the last contracting party] [on complete if it has already been signed by both contracting parties]]*.

III.2.2 The duration of the tasks shall not exceed *[days/months]*. Execution of the tasks shall start from *[date of entry into force of this specific contract]* or *[indicate date]*. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE III.3: PRICE

III.3.1 The total amount to be paid by the Commission under this specific contract shall be EUR *[amount in figures and in words]* covering all tasks executed.

III.3.2 In addition to the price *[no reimbursable costs are foreseen][costs up to an amount of EUR ... will be reimbursed according to the provisions of the Framework contract]*

[For Contractors established in Belgium, the provisions of this Contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA” or an equivalent statement in the Dutch or German language.]

ARTICLE III.4: ANNEXE[S]

Annex A - Resources allocated⁷

SIGNATURES

For the Contractor,

For the Commission,

[Company name/forename/surname/function]

[forename/surname/function]

signature[s]: _____

signature:_____

Done at [Luxembourg], [date]

Done at Luxembourg, [date]

In duplicate in [English].

⁷ Only if it has not been possible to include the resources allocated in the body of the specific contract.