

## **Annex I.1 - SPECIFIC CONTRACT**

**SPECIFIC CONTRACT:** *(indicate specific contract reference)* implementing  
Framework Service Contract: **PE/ITEC-IST17**

The European Union, represented by the European Parliament,  
located at *(indicate address of the authorising officer responsible)*,  
represented, as regards the signing of this specific contract,  
by *(name in full)*,  
hereinafter referred to as ‘the European Parliament’,

**of the one part,**

AND

..... domiciled at / the registered office of which is located  
at .....,  
represented by .....,  
acting in his/her capacity as .....,  
hereinafter referred to as ‘the Contractor’,

**of the other part,**

hereinafter referred to jointly as ‘the parties’,

HAVE AGREED THE FOLLOWING:

### **Article 1 – Subject matter of the specific contract**

1. This specific contract implements Framework Service Contract PE/ITEC-ITS17 signed by the European Parliament and the Contractor on *(insert date)*, [and last amended by amendment no *(indicate amendment number)*, signed on *(insert date)*], hereinafter referred to as the ‘framework contract’. Once signed by the parties, the specific contract shall be governed by the terms and conditions of the framework contract.
2. [This specific contract has been awarded to the Contractor further to its [specific offer / quotation] attached hereto as Annex *(III)* and dated *(insert date)*].
3. The subject matter of this specific contract is [*(include a short detailed description)* / detailed in Annex *(I)*].
4. The Contractor undertakes, on the terms set out in the framework contract and in this specific contract and the annexes hereto, to perform the services [specified in Annex *(I)* / detailed above / according to the timetable set out in Annex *(I)* / specified in Annex *(I)* according to the corresponding timetable].
5. The services shall be performed [on the premises of the Contractor / on the premises of the European Parliament in Brussels, Luxembourg or Strasbourg / close to the premises of the European Parliament in Brussels, Luxembourg or Strasbourg

### **Article 2 – Duration**

1. This specific contract shall enter into force on [*(insert date)* / the date on which it is signed] for a duration of *(insert duration)*. [It shall end at the latest on *(insert date)*].
2. [In any event, this specific contract shall not enter into force unless the Contractor has fulfilled all its contractual obligations under specific contract *(indicate reference)*, or the latter is otherwise terminated.]
3. Performance of the services may under no circumstances begin before the date on which this specific contract enters into force.
4. This specific contract may not be renewed. However, the duration of this specific contract may exceptionally be extended by express written agreement between the two parties in accordance with Article 8, before it expires.
5. The Contractor hereby acknowledges that the European Parliament has no interest in receiving the services [defined in Annex *(I)* / defined in Article 1] unless they are fully performed before [the end of the duration of this specific contract / *(insert date)*]. Therefore, in the event of late performance or non-performance by the Contractor of any part of the services, the European Parliament may without prejudice to any of its rights under this specific contract refuse acceptance and payment of any partially performed services, even if such partially performed services are self-contained, and may terminate this specific contract without recourse to legal proceedings and without compensation, by registered letter with acknowledgement of receipt.

### **Article 3 – Price**

*(Fixed price option)*

1. A fixed price of EUR *(indicate amount in figures)* covering all services performed under this specific contract shall be paid by the European Parliament. [It is understood that this amount shall cover all expenditure incurred by the Contractor in the performance of the specific contract without prejudice to Article I.4.3. of the framework contract].

*(‘Quoted time and means’ option and ‘Time and means’ option)*

1. The European Parliament shall pay the Contractor for the services performed under this specific contract an amount of EUR *(indicate amount in figures)* [according to the cost breakdown per profile detailed in Annex (IV) or in the Contractor’s [specific offer / quotation] included in Annex (III)].

[The detailed cost per hour [and profile] is as follows: *(specify the profile/s and its/their cost/s which will be involved by the Contractor in the performance of this contract)*].

The maximum total amount to be paid by the European Parliament shall be EUR *(indicate amount in figures)* covering all services to be performed under this specific contract. [It shall cover all expenditure incurred by the Contractor in performing this specific contract without prejudice to Article I.4.3 of the framework contract.]

2. [No other costs shall be reimbursable under this specific contract, with the exception of those travel expenses set out in the framework contract.]

### **Article 4 – Performance of services**

*(Fixed price option)*

1. The services performed by the Contractor under this specific contract shall result in *(insert appropriate text)*, [defined in accordance with the provisions of Annex (I).]

*(‘Quoted time and means’ option)*

1. The services performed by the Contractor under this specific contract shall be provided on the basis of [an offer, which may be specific] for [the ‘sub-tasks’/ *(insert other term)*] drawn up at the request of the European Parliament by means of the form attached in Annex (V).

Within *(insert an amount in figures)* working days from the date on which the European Parliament sends to the Contractor a request for [a specific offer / quotation] for [‘sub-tasks’/ *(insert other term)*], the Contractor shall return it to the European Parliament duly completed and signed. If the Contractor fails to meet the above-

mentioned deadline, penalties may be applied in accordance with the relevant articles of the framework contract [and the Service Level Agreement Appendix to Annex II – Service requirements].

The time estimated for performance of the relevant ['sub-tasks'/ *(insert other term)*] included in the above-mentioned form shall be approved, in writing, by the European Parliament within a maximum of *(insert an amount in figures)* working days from the date on which the European Parliament receives the estimate. If the European Parliament does not send a written approval by the end of the above-mentioned period, the estimate shall be deemed not to have been approved.

The Contractor shall perform the services approved by the European Parliament. In the event that the estimated time initially agreed for the performance of this specific contract has not been fully taken up, the European Parliament shall not be obliged either to use or to pay for the hours not worked and the Contractor shall not be entitled to claim compensation for them.

Acceptance of the services performed by the Contractor shall be evidenced by the European Parliament signing the acceptance form attached in Annex (V).

*(‘Time and means’ option)*

1. In accordance with the procedures laid down by the European Parliament, the Contractor shall state the actual number of hours worked every day under this specific contract using the time sheet model contained in Annex (VI). At the end of every month, the Contractor shall complete and sign the above-mentioned time sheet and send it to the relevant technical manager of the European Parliament referred to in Article 9, who will verify and approve it.

### **Article 5 – Subcontracting**

In accordance with Article II.6 of the General Terms and Conditions of the framework contract, the Contractor subcontracts the performance of services listed in Annex (II) to *(indicate name and address of the subcontractor/s)* under the full responsibility of the Contractor.

### **Article 6 – Performance guarantee**

1. An irrevocable unconditional guarantee, payable at first call, in the amount of EUR *(indicate amount in figures)*, certified by a letter of guarantee provided by a bank, financial establishment or third party approved by the European Parliament's Accounting Officer, shall be lodged within *(indicate period)* after the signature of this specific contract and in any case before the submission of the first payment request. The guarantee shall be released at the Contractor's request *(indicate number in figures)* calendar days after the expiry of this specific contract. Any charges relating to the guarantee shall be payable by the Contractor.
2. The period for release of the performance guarantee may be extended if the European Parliament deems it necessary to carry out additional checks.
3. Any extension, by means of a supplementary agreement in accordance with Article 8 of this specific contract, shall require the renewal of the performance guarantee by the Contractor.

### **Article 7 – NA**

### **Article 8 – Amendment of the specific contract**

Any amendment of this specific contract and its annexes, including any additions or deletions, shall require a supplementary agreement in writing, concluded on the same terms as this specific contract. No oral agreement may bind the contracting parties to that effect.

### **Article 9 – Administrative provisions**

1. The persons responsible for implementing this specific contract are:

#### **For the European Parliament:**

##### **Administrative matters:**

Surname/First name:

Office:

Tel.:

E-mail:

##### **Service management:**

Surname/First name:

Office:

Tel.:

E-mail:

Technical matters:

Surname/First name:

Office:

Tel.:

E-mail:

**For the Contractor:**

Administrative matters:

Surname/First name:

Tel.:

E-mail:

Technical matters:

Surname/First name:

Tel.:

E-mail:

2. All communications relating to the implementation of this specific contract must be in writing and sent to the relevant responsible persons.

**Article 10 – Final provisions**

1. The provisions of the framework contract shall apply to this specific contract. However, the final provisions of the framework contract shall be interpreted as follows: the provisions of the Specific and General Terms and Conditions of the framework contract shall prevail over the provisions of this specific contract; this specific contract shall prevail over the annexes to the framework contract; the provisions of this specific contract shall prevail over its annexes.
2. Subject to the above, the various documents making up this specific contract are to be taken as mutually explanatory. Any ambiguity or divergence within the same part or between different parts shall be explained and corrected by written instruction of the European Parliament.

**Article 11 – Annexes**

The following documents are annexed to this specific contract and form an integral part hereof:

Annex I - Detailed Contract Statement of Work (**CSOW**)

Annex II - Services to be performed by the subcontractor/s

Annex III - [Contractor's specific offer / quotation] dated *(insert date)*, reference number *(insert reference)*

Annex IV - Detailed cost breakdown per profile

Annex V - Sub-task form Request for [specific offer /quotation] form<sup>1</sup>  
Annex VI - [Acceptance sheet form / Time sheet form]

Done at ....., on ..... in two originals.

For the Contractor

For the European Parliament

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<sup>1</sup> Only for Quoted Time and Means contracts