

FRAMEWORK AGREEMENT

between the

European Investment Bank

and

[Name of Service Provider]

For

Legal services Legal Services for the New Building Project

Luxembourg, _____ 2018

[City], _____ 2018

[Reminder: The Service Provider should be the first to sign the Framework, if possible]

THIS FRAMEWORK AGREEMENT IS MADE BETWEEN:

the European Investment Bank, having its seat at 98-100, boulevard Konrad Adenauer, L-2950 Luxembourg, for the purpose of the signature hereof represented by ● and ●

(hereinafter called the "**Bank**" or the "**EIB**")

of the first part,

and,

[Name of Service Provider], a company established under [country] law, having its registered seat in [address] represented for the purpose of the signature hereof by [Representative],

(hereinafter called the "**Service Provider**")

of the second part,

(the Bank and the Service Provider hereinafter also called a "**Party**" and together the "**Parties**")

WHEREAS:

- A. On [●], the Bank published a call for tenders for the establishment of a framework agreement with multiple operators for legal services for the New Building Project (the “**Call for Tenders**”, Appendix A).
- B. The Call for Tenders describes the specific nature of the services to be provided as well as the terms and conditions for their performance. The Call for Tenders further states that **two** service providers would be selected.
- C. In response to the Call for Tenders, the Service Provider submitted to the Bank a tender dated ● (the “**Tender**”, Appendix D).
- D. The Bank has decided to conclude a framework agreement with each of the top **two (2)** ranking firms (collectively the “**Framework Members**”) and to subsequently conclude specific contracts with individual Framework Members to cover a particular assignment. The maximum combined expenditure on Services by the Bank with the Framework Members shall be ● (excluding VAT but including expenses).
- E. The Service Provider is the **First/Second-Ranked Framework Member** in the cascade.
- F. The mutual rights and obligations of the Bank and the Service Provider shall be as set forth in this Framework Agreement.

NOW THEREFORE it is hereby agreed as follows:

Article 1 –DEFINITIONS

Those words and terms, which are defined in the documents annexed to this Framework Agreement, are not defined below.

For the purposes of this Framework Agreement:

“**Agreement**” means this Framework Agreement.

“**Assignment**” means the delivery by the Service Provider of Services to the Bank in accordance with the respective Assignment Terms of Reference.

“**Assignment Terms of Reference**” means an assignment request distributed to a Framework Member pursuant to Article 4.1.

“**Bank General Terms and Conditions**” means the Bank’s general terms and conditions for framework agreements for the provision of services, attached as Appendix B to this Agreement, and applicable to all Contracts.

“**Business Day**” means a day on which the EIB is open for business.

“**Call-Off**” means a Contract formalised in writing pursuant to Article 4.3.

“**Contract**” means any contract pursuant to this Agreement entered into between the Bank and the Service Provider for the performance of an Assignment

“**Proposal**” means an offer submitted by a Framework Member in response to an Assignment Terms of Reference.

Article 2 – SUBJECT MATTER

- 2.1 This Agreement covers the provision of legal services to the Bank, at the Bank's request, as specified in Appendix A (the "**Services**").
- 2.2 The procedures for the award and performance of Assignments are set out in Article 4 below.
- 2.3 The Service Provider, when performing an Assignment, shall comply with the Bank's rules and regulations which will have been notified to it and in particular with the Bank General Terms and Conditions set out in Appendix B.
- 2.4 The Service Provider will be required to appoint a named individual, as well as a back-up person with person with overall responsibility for managing and administering this Agreement, including Proposals and Contracts, as they arise.
- 2.5 This Agreement does not confer on the Service Provider any right to provide Services to the Bank and there is no obligation on the Bank to request Services from the Service Provider.

Article 3 – DURATION

- 3.1 This Agreement shall enter into force on ● and shall expire five (5) years thereafter unless renewed in accordance with Article 3.4. This contractual period and all other periods specified in the Agreement are calculated in calendar days unless otherwise indicated.
- 3.2 Under no circumstances may implementation take place before the date on which the Agreement enters into force. Contracts may under no circumstances be concluded before the date on which this Agreement enters into force.
- 3.3 The Agreement shall continue to apply to Contracts whose end date falls after this Agreement expires.
- 3.4 At the request of the Bank, the term of this Agreement may be extended by two (2) additional periods of one (1) year each. The Bank shall notify the Service Provider of its intention to extend the term by giving at least 1 (one) month written notice prior to the date on which the Agreement would otherwise expire. Renewal shall not imply any modification or deferment of existing obligations.

Article 4 – PROCEDURE FOR AWARDING ASSIGNMENTS

- 4.1 As the Bank determines a need for Services, it will conduct the following award procedure:
 - 4.1.1 The Bank will issue an Assignment Terms of Reference by email to the First-Ranked Framework Member describing the scope of Services required.
 - 4.1.2 The First-Ranked Framework Member will be required to submit by email a Proposal which shall include at a minimum
 - i. a list of the proposed staff/partner firms in accordance with the Tender, and
 - ii. a financial proposal not exceeding the maximum daily rates quoted in the Tender.
 - 4.1.3 If the First-Ranked Framework Member does not submit a Proposal, or such Proposal is not in compliance with the Assignment Terms of Reference or is otherwise unacceptable to the Bank, or the First-Ranked Framework Member is in a situation of conflicting interests that may negatively affect the performance of the Assignment, the Bank will send the same Assignment Terms of Reference to the Second-Ranked Framework Member seeking a Proposal.

- 4.1.4 The award process will terminate either with the award of the Assignment to one of the Framework Members, or with the failure to award the Assignment to any Framework Member. In the event of failure to award the Assignment, the Bank may redefine the Assignment or restart the procedure at a later stage.
- 4.2 Notwithstanding the procedure described in Article 4.1, if the Bank requires Services concerning the review of the outputs of a Contract, or a part thereof, which the Bank has concluded with a Framework Member, the Bank may award an Assignment for that review to the Framework Member which is next in ranking.
- 4.3 All Contracts concluded pursuant to this Agreement shall conform to the terms set out herein.
- Should the Bank deem it necessary owing to the duration or complexity of the Assignment, a Call-Off, substantially in the form contained in Appendix C, will be concluded between the Bank and the selected Provider for the performance of the Assignment. . Within 5 (five) Business Days of receiving from the Bank the execution copy of the Call-Off, the selected Framework Member shall return one original , duly signed and dated, thereby acknowledging receipt of the Call-Off and acceptance of its terms.
- 4.4 The Service Provider shall at all times carry out the Assignment with all reasonable care and skill and shall conform in all respects with the terms and conditions of this Agreement and of the Contract.
- 4.5 The Assignment will be carried out by the Service Provider acting jointly with and under the supervision of experienced staff of the Bank.
- 4.6 If so instructed by the Bank, a written report on the Assignment (the “**Assignment Completion Report**”), setting out the actual and baseline deliverables, costs and durations and all changes requested shall be submitted to the Bank by the Service Provider upon completion of the Assignment.
- 4.7 Where execution of a Contract has not actually commenced within 10 (ten) days of the scheduled date for the commencement of the Assignment and the new date proposed by the Service Provider, if any, is considered unacceptable by the Bank, the Bank may cancel the Contract with no prior notice. Cancellation shall take effect from the day after the day on which the Service Provider receives written notification of the cancellation from the Bank.
- 4.8 The Service Provider shall promptly notify the Bank in writing of any changes to the statements made under the Declarations on Honour contained in the Tender with respect to the grounds for exclusion.

Article 5 – PRICE

- 5.1 In consideration for performing an Assignment, the Service Provider shall be paid in accordance with the cost breakdown contained in its Proposal, which shall be calculated not exceeding the maximum daily rates quoted in the Tender.
- 5.2 Prices shall be expressed in euro and shall be exclusive of VAT (the Bank is exempt from having to pay value-added tax pursuant to Article 21 of the Protocol on Privileges and Immunities).
- 5.3 The rates set out in the Tender shall be fixed for the duration of the Agreement, including any during any extensions pursuant to Article 3.4.

Article 6 – TERMS OF PAYMENT

- 6.1 Unless otherwise instructed by the Bank under a Contract, the Service Provider shall issue an invoice at the beginning of each calendar month, which shall cover the Services provided during the preceding calendar month.
- 6.2 Invoices are to be issued and payment by the Bank shall be made in accordance with the provisions of Article 8 of Appendix B.
- 6.3 Payments shall be made to such Bank account, as the Service Provider shall notify in writing to the Bank not less than ten (10) days before the date of commencement of the Assignment.

Article 7 – PLACE OF WORK

- 7.1 The Service Provider shall execute the Assignment from its usual professional premises, or, where the location of a particular task is not so specified, at such location(s) as the Bank may indicate to the Service Provider.
- 7.2 The Service Provider may, upon written authorization from the Bank, and for clearly designated periods of time to be agreed in advance with the Bank, work at the Bank's headquarters in Luxembourg.

Article 8 – LAW AND JURISDICTION

- 8.1 The Agreement shall be governed by the laws of Luxembourg.
- 8.2 The Parties hereby submit to the exclusive jurisdiction of the *Tribunal d'Arrondissement* of and in Luxembourg.

Article 9 – TERMINATION BY EITHER CONTRACTING PARTY

- 9.1 This Agreement and any Contract concluded pursuant thereto may be terminated in accordance with the provisions of Article 15 of Appendix B.

Article 10 – SUSPENSION OF THE AGREEMENT

- 10.1 Without prejudice to the Bank's right to terminate the Agreement, the Bank may at any time and for any reason suspend performance of the Agreement or pending Contracts or any part thereof. Suspension shall take effect on the day the Service Provider receives notification, or at a later date where the notification so provides. The Bank may at any time following suspension give notice to the Service Provider to resume performance of the Agreement or pending Contracts. The Service Provider shall not be entitled to claim compensation on account of suspension of the Agreement or pending Contracts.

Article 11 – NOTICES; CONTACT PERSON

- 11.1 Notices and other communications given hereunder addressed to either party shall be in writing and shall be served by hand delivery, registered letter, e-mail or other means of transmission which affords evidence of receipt by the addressee to its address set out below, or to such other address as it previously notifies to the other in writing:

for the Bank:

Attention: ●
98-100, boulevard Konrad Adenauer
L-2950 Luxembourg
E-mail:

for the Service Provider:

Attention: ●
[address of the Service Provider]
E-mail:

- 11.2 The date of registration or, as the case may be, the stated date of receipt of transmission shall be conclusive for the determination of a period.
- 11.3 In addition to contact persons designated for specific Assignments, the Service Provider shall have as [a] contact person[s] in the Bank [Mr]/[Mrs] ● to whom he shall report in respect of execution of the Services and [Mr]/[Mrs] ● for notifications, or any other person that the Bank has expressly notified to the Service Provider.

Article 12 – Amendments to General Terms and Conditions

- 12.1 Article 13 of Appendix B is hereby replaced with the following:

The Service Provider shall be liable to the Bank for any loss, injury or damage arising out of the performance (or non-performance) of the Services, including for failing to submit deliverables within the term specified in the Contract.

- 12.2 The undertaking in Annex III of Appendix B is replaced with the undertaking contained in Annex V of Appendix B. Any references to Annex III in Appendix B shall be read as Annex V.

Article 13 – ENTIRE AGREEMENT

- 13.1 This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of any Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 13.2 The following documents attached hereto shall be deemed to form an integral part of the Agreement:
- (a) Appendix A: Call for Tenders;
 - (b) Appendix B: General terms and conditions for framework agreements for the provision of services to the European Investment Bank;
 - (c) Appendix C: Template for Call-Off implementing the Framework Agreement; and
 - (d) Appendix D: Tender.
- 13.3 In case of any inconsistency between the terms of this Agreement, the following order of priority shall apply:
- 1) Terms set out in Articles 1 to 13 of this Agreement;
 - 2) Appendix A;
 - 3) Appendix B;
 - 4) Appendix C; and
 - 5) Appendix D.

IN WITNESS WHEREOF, the Parties hereto have caused two original copies of this Agreement to be signed in their respective names as of the day and year first above written.

Luxembourg, _____ 2018

Luxembourg, _____ 2018

Signed for and on behalf of the
EUROPEAN INVESTMENT BANK

Signed for and on behalf of
NAME OF THE SERVICE PROVIDER

