

**SPECIFIC CONTRACT No XX**  
**Under framework contract No CASIS-LX-0X ---**  
**FIXED PRICE**

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), Directorate general **XX**, Directorate/Unit XX which is represented for the purposes of the signature of this Specific Contract by [name in full, function, department],

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"<sup>1</sup>), [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part,

**HAVE AGREED**

for the implementation of Framework Contract No /00000 signed by the Commission and the Contractor on [complete date] [*last amended by amendment No XX, signed on XX/XX/XXXX*] for the provision of IT services as follows:

---

<sup>1</sup> 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".

## 1. PREAMBLE

- 1.1 This Specific Contract is based on the Contractor's bid dated **XX.XX.XXXX** (reference .....). Once signed by the parties, the Specific Contract shall be governed by the Framework Contract. This Specific Contract does not amend the provisions of the afore-mentioned Framework Contract.

## 2. SUBJECT

- 2.1 This Specific Contract relates to lot **[complete]** of the Framework Contract.
- 2.2 The Contractor undertakes, subject to the terms set out in the Framework Contract and in this Specific Contract and its Annexes, which form an integral part of it, to perform the tasks *specified* in Annex I.

## 3. DURATION AND LOCATION

- 3.1. This Specific Contract shall enter into force enter into force at the earliest on the date it is signed {but not before XX/XX/XXXX} [for a duration of XX months] or [and shall end at the latest on **XX/XX/XXXX**].

**or**

**(if this is an extended Specific Contract).**

The Specific Contract shall enter into force at the earliest on the date it is signed {but not before XX/XX/XXXX} {and not before the end of Specific Contract No XX}. The execution of the tasks shall [last for a duration of XX months] or [end at the latest on **XX/XX/XXXX**].

- 3.2. The tasks shall be performed as specified in Annex I. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses by means of an amendment to this specific contract.
- 3.3 The tasks shall be performed on the premises of [the Contractor] [the Commission].

## 4. PERFORMANCE

The tasks performed by the Contractor under this Specific Contract shall result in "**deliverables**", defined according to the provisions of Annex I.

## 5. PRICES AND PAYMENTS

- 5.1. The Commission undertakes to pay the Contractor, in consideration for the services rendered under the Specific Contract, a fixed price of **EUR XXXXX**.

It is understood that this amount shall cover all expenditure incurred by the Contractor in carrying out the Specific Contract.

*(+ add work performed outside Brussels and Luxembourg, if necessary)*

- 5.2. In conformity with Article III.1.5.4 of the General terms and conditions for Information Technologies contracts, the invoicing procedures for the services, once accepted by the Commission, are as follows:

***Specify one of the two possibilities:***

***Where this is an initial Specific Contract:***

***Amounts in the Specific Contract over EUR 25 000:***

- ..... EUR (maximum of 30 %) on acceptance of deliverable(s) ..... (name of deliverable(s))
- ..... EUR on acceptance of deliverable(s) ..... (name of deliverable(s))

.....

- In accordance with the contractor's offer, any remaining amount in EUR on completion of the work {at the acceptance of deliverable(s) ..... (name of deliverable(s))} ,

based on receipt advice slips accepted and signed by the Commission in accordance with the form in Annex II and based on Declaration on transfer of IP rights in accordance with Annex IV (both annexes to be attached to the invoice).

Any payment request shall be strictly compliant with the contractor's financial offer with regard to the invoiced deliverables.

***Where this is an extended Specific Contract, or for amounts in the Specific Contract below EUR 25 000:***

- 100 % on completion of the work, based on receipt advice slips accepted and signed by the Commission in accordance with the form in Annex II and based on Declaration on transfer of IP rights in accordance with Annex IV (both annexes to be attached to the invoice)

***For work performed in instalments:***

- Payment by instalment for the deliverables specified in the Annex I, based on receipt advice slips accepted and signed by the Commission in accordance with the form in Annex II (to be attached to the invoice)

- 5.3. Payments shall be made to account No **XXXXXX** held with **XXXXXX** on production of the invoice showing separately the amount of the fees and the VAT applied and within no more than 30 calendar days from the date the invoice is

received by the Unit indicated in article 5.5 below. Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT from those amounts including VAT. The payment shall be deemed to have been effected on the day the Commission's financial account is debited.

*[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 their invoice(s): "Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)" or an equivalent statement in the Dutch or German language.]*

**For other countries**

*Pursuant to articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Commission is exempt from all taxes, duties and charges, in particular value added tax, on payments made under this order. The contractor receives and keeps in his records the form entitled "VAT and Excise Duty Exemption Certificate" duly completed and signed by the Commission. The invoice must contain the following statement: "VAT Exemption / International Body / Article 151 of Council Directive 2006/112/EC"*

- 5.4. The address for invoices is:  
*Specify the name and address of the financial responsible*

**6. SUB-CONTRACTING**

*(Verify whether it is applicable or not.  
If not: specify "Not applicable")*

**Or**

- 6.1 In conformity with Article II.10 of the General Conditions, the Contractor has been permitted to subcontract under the present specific contract by way of acceptance of its offer submitted under the present specific contract.
- 6.2 Tasks stated in Annex I may be performed by the subcontractor(s) ....., entirely at the risk of the Contractor.

*NB: the freelancers have to be indicated as subcontractors. If they have a registered company the name of their company must be indicated, otherwise their own name.*

- 6.3 Without prejudice to the Commission's other rights under Article II.12 of the General Conditions, if the Contractor fails to meet his obligations, the Specific

Contract with the Commission may be terminated in accordance with Article II.12 (f) of the General Conditions. This clause applies throughout the term of the Specific Contract.

## 7. RETENTION MONEY GUARANTEE

(Verify whether a guarantee is applicable.  
If not: specify "Not applicable")

## 8. ADMINISTRATIVE PROVISIONS

8.1. The persons responsible for implementing this Specific Contract are:

### For the Commission:

Administrative matters: (Administrative responsible)

SURNAME/First name: .....  
Office: ..... Tel.: 02/.....

Technical matters: (IRM or responsible official)

SURNAME/First name: .....  
Office: ..... Tel.: 02/.....

### For the Contractor:

Administrative and technical matters:

SURNAME/First name: .....  
Tel. : .../.....

8.2. All communication relating to the implementation of this Specific Contract must be in the form of written correspondence and be sent to the appropriate responsible persons.

## 9. USE OF RESULTS

[Not applicable]

*[Insert details on the intended use of results linked to the specific request for service supplementing or replacing clause II.13.1 of the Special Conditions]*

## 10. ANNEXES

The following documents are annexed to the Specific Contract and form an integral part of it:

Annex I :	Task descriptions
Annex II :	Task acceptance form
Annex III:	Declaration on transfer of IP rights

Done in duplicate at Brussels on

For the Contractor

XXXXXXX

XXXXXXX

For the Commission

XXXXXXX

XXXXXXX