

SPECIFIC CONTRACT No XX
implementing Framework Contract No CASIS-LX-0X

QUOTED TIME & MEANS
EXTRA MUROS

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

of the other part,

HAVE AGREED

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

¹ 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 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 that Framework Contract.

Article 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.

Article 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}. The execution of the tasks shall be completed 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 be completed 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 by means of an amendment to this specific contract before such period elapses.
- 3.3 If the number of days agreed has not been fully taken up, the Commission shall not be obliged either to use or to pay for the days not worked and the Contractor shall not be entitled to claim damages for them. If the contractor needs more days than those mentioned in its original financial offer (whether globally, or per profile, or per deliverable) in order to provide the respective deliverables in accordance with the Technical annex and its offer submitted under the present contract then these additional days shall not be paid to the Contractor. Any payment shall be made in strict compliance with the contractor's financial offer and only on the basis of accepted deliverables.
- 3.4. The tasks shall be performed on the premises of the Contractor.

Article 4. PERFORMANCE

The tasks to be performed by the Contractor under this Specific Contract are described in detail in Annex I. These tasks shall be executed on the basis of 'quotations' or 'sub-tasks' drawn up using the form in Annex II.

Within **XX** working days from the date on which the Commission sends the request by means of the form attached in Annex II, the Contractor shall return it to the Commission duly completed. If the Contractor fails to meet the above-mentioned deadline, liquidated damages according to Article II.4 of the General Conditions shall apply.

The time estimated for the execution of the relevant 'sub-task' shall be approved by the Commission within a maximum of **XX** working days from the date on which the Commission received the estimate. If no approval has been sent by the end of the above-mentioned period, the Commission shall be deemed not to have approved that estimate.

Signature by the Commission of the certificate of conformity attached in Annex III provides evidence of the work performed and accepted by the Commission. The acceptance of the subtask is a sine qua non requirement necessary to process payment irrespective of the number of days actually worked by the contractor under a subtask..

Article 5. PRICES AND PAYMENTS

5.1. The Commission undertakes to pay the Contractor, in consideration for the services rendered under this Specific Contract

- an amount of **EUR XXX** per day of actual services rendered, **for a total of XX days, i.e. a total of EUR XXXXX**

Profile of service provider:

(specify the profile of the service provider in accordance with the profiles listed in the "PRICES" Annex to the Framework Contract)

- etc²

5.2 The **total maximum amount** to be paid by the Commission under this Specific Contract shall be **EUR XXX** [amount in figures] covering all tasks executed. This amount shall cover all expenditure incurred by the Contractor in performing this Specific Contract.

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

5.3. 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:

Amounts in the Specific Contract over EUR 25 000:

² Please note that more than one profile may be included in this provision – in order to include more profiles, please copy and paste the standard wording as included in the indent above as many times as needed.

- at the end of each calendar quarter, on the basis of quotation forms duly completed and signed by both the Commission and the Contractor using the form in Annex II and III. Duly completed Forms in Annex II, and III must be attached to the invoice. Additionally duly completed form in Annex V must be attached to the final payment invoice.

Amounts in the Specific Contract below EUR 25 000:

- once the work has been completed, on the basis of quotation forms duly completed and signed by both the Commission and the Contractor using the form in Annex II and III. Duly completed Forms in Annex II and III must be attached to the invoice. Additionally duly completed form in Annex V must be attached to the final payment invoice.

- 5.4. 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 and those 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"

- 5.5. The address for invoices is:

Specify the name and address of the financial responsible

Article 6. SUB-CONTRACTING³

(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.

Article 7. RETENTION MONEY GUARANTEE

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

Article 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:

³ Please check if the Contractor is permitted or not to subcontract. In case the Contractor is not permitted to subcontract use the option 'Not Applicable'. **Please note that the Contractor has to be authorised to subcontract before concluding this Specific Contract – See Article II.10 of the Framework Contract.**

Office: Tel.: 02/.....

For the Contractor:

Administrative and technical matters: (IRM or responsible official)

SURNAME/First name:

Tel. : .../.....

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

Article 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 I.8 of the Special Conditions]

Article 10. ANNEXES

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

Annex I:	Technical Annex / Description of tasks
Annex II:	Quotation Form
Annex III:	Certificate of Conformity
Annex IV:	Declaration on transfer of IP rights

Done in duplicate at Brussels on

For the Contractor

For the Commission

XXXXXX

XXXXXX