

SPECIFIC CONTRACT No XX
implementing Framework Contract No CASIS-LX-0X ---
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]¹,

of the one part,

and

[official name in full]
[official legal form]²
[statutory registration number]³
[official address in full]
[VAT registration number]

(hereinafter referred to as "the Contractor"⁴), [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part,

¹ The Commission official must be an authorising officer (by delegation or subdelegation) designated in accordance with Note No 60008 of 22 February 2001 "Mise en place de la Charte des ordonnateurs".

² Delete if contractor is a natural person or a body governed by public law.

³ Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

⁴ 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".

HAVE AGREED

the following as regards the implementation of Framework Contract No [XXXXXX] 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:

Article 1. PREAMBLE

- 1.1 This Specific Contract is based on the Contractor's formal offer under **Request 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 Annex(es), which form an integral part thereof, to perform the tasks specified under the Request referenced under article 1.1.

Article 3. DURATION AND LOCATION

- 3.1. This 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, *whichever comes later (if this is an extended specific contract)*}.

The execution of the tasks shall end on or before XX/XX/XXXX. {In no case shall the tasks be executed later than six (6) months after expiry of the Framework Contract.}

- 3.2 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.
- 3.3. The location of delivery is XXXX..

The tasks shall be performed outside the premises of the Commission. The Commission reserves the right to request on demand the presence of the service providers in the Commission premises located in the location of delivery.

- 3.4 If the request to come to the premises of the Commission is made on the same day in which the service providers have to be present in one of the buildings of the Commission, the time taken during transport shall be counted as part of the

normal working hours. If the request is made at least 24 hours before the expected arrival time, the time taken during transport shall be excluded from the counting of the normal working hours or the extended working hours.

Article 4. PERFORMANCE

- 4.1. The Contractor shall organize itself to provide the proximity time and means services, including the necessary infrastructure.
- 4.2. The Commission shall grant to the service providers a secure access to the Commission's infrastructure, when this is needed for the provision of proximity time and means services.
- 4.3. The service provider shall be present at the contractor's premises during the normal working hours. At the start of the Contract, the Contractor will communicate the exact location, the phone, FAX numbers and e-mail address of the service provider. The Commission shall have the right to randomly verify his/her presence.
- 4.4. Every day the service provider shall - according to procedures laid down by the competent technical person in the Commission as specified in the Specific Contract - notify the Commission of the time spent working under the Specific Contract. At the end of every month, the service provider shall complete and sign the time sheet according to the procedure defined in the Hand-set of Time and Means Procedures.
- 4.5. The service provider is:
XXXX

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 **XX** days for profile (specify profile and - if relevant- level), i.e. a total of **EUR XXXXX**, by following service providers:

*** (name of service provider)** [where appropriate add: for **XX** days, i.e. a total of **EUR XXXXX**]

(specify the profile (and possibly level) of the service providers in accordance with the profiles listed in the "PRICES" Annex to the Framework Contract)

When a profile and its associated level of expertise (if any) include more than one service provider and a number of days has been indicated for each service

provider, the total number of days executed by each service provider can be modified, provided that the total number of days for the profile is not exceeded and following a written agreement or notification by mail, fax or e-mail by one of the Commission's responsible persons indicated in Article 8 "Administrative Provisions", or other authorised Commission representative.

- 5.2. The **maximum total 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:

- at the end of each calendar quarter, on the basis of time sheets signed by the Commission and the service provider (these time sheets must be attached to the invoice)
- As stated in article I.10.2 of the Framework Contract, with the last invoice, the Contractor shall provide the Commission with a list of the pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.17.5 of the Framework Contract. In case of partial execution of the contract, a list of the pre-existing rights has to be submitted as soon as the contractor is informed about the termination or the relevant amendment is signed if no further invoices are to be submitted

Amounts in the Specific Contract below EUR 25 000:

- once the work has been completed, on the basis of time sheets signed by the Commission and the service provider (these time sheets must be attached to the invoice)
- As stated in article I.10.2 of the Framework Contract, with the invoice, the Contractor shall provide the Commission with a list of the pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.17.5 of the Framework Contract. In case of partial execution of the contract, a list of the pre-existing rights has to be submitted as soon as the contractor is informed about the termination or the relevant amendment is signed if no further invoices are to be submitted.

- 5.4. Payments shall be made to account No **XXXXXXX** held with **XXXXXXX** 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-CONTRACTING⁵

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

NB: the freelancers have to be indicated as subcontractors.

Or

6.1 In accordance 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.

⁵ 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.**

- 6.2 Tasks stated in Annex I may be performed by the subcontractor.... , entirely at the risk of the Contractor.
- 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.]

NB: the freelancers have to be indicated as subcontractors. If they have a registered company the name of their company must be indicated under p. 6.2 above, otherwise their own name.

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.: .../.....

Fax: .../.....

E-mail:

Technical matters: (IRM or responsible official)

SURNAME/First name:

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

Fax: .../.....

E-mail:

For the Contractor:

Administrative and technical matters:(IRM or responsible official)

SURNAME/First name:

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

Fax: .../.....

E-mail:

- 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

Article 10. ANNEXES

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

Annex I: Technical Annex

Annex II: Time sheet

Done in duplicate at Brussels on

For the Contractor

For the Commission

XXXXXX

XXXXXX

XXXXXX