

**SPECIFIC CONTRACT N° [as specified under Specific Contract Number in the Data Appendix]  
implementing Framework Contract n° [as specified under Framework Contract Number in the Data Appendix]**

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**FIXED PRICE**

The European Union referred to below as the Commission of the one part and the Contractor of the other part – **[as specified under The Parties in the Data Appendix]**

***HAVE AGREED***

the following as regards the implementation of Framework Contract n° **[as specified under Framework Contract Number in the Data Appendix]** signed by the Commission and the Contractor on **[as specified under Framework Contract Signature Date in the Data Appendix]**.

**Article 1. PREAMBLE**

- 1.1 This Specific Contract is based on the Contractor's formal offer under Request n° **[as specified under Request Number in the Data Appendix]**. 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 **[as specified under Subject in the Data Appendix]** 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 on **[as specified under Start Date in the Data Appendix]**. The execution of the tasks shall be completed at the latest on **[as specified under End Date in the Data Appendix]**.
- 3.2. The tasks shall be performed as specified under the Request referenced under article 1.1. 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. In no case shall the tasks be executed later than six (6) months after expiry of the Framework Contract.
- 3.3. The tasks shall be performed on the premises of the Contractor or the Commission or both **[as specified under Place of Delivery in the Data Appendix]**.

## Article 4. PERFORMANCE

- 4.1. The tasks performed by the Contractor under this Specific Contract shall result in "**deliverables**", defined according to the provisions specified under the Request referenced under article 1.1.

## Article 5. PRICES AND PAYMENTS

- 5.1. The Commission undertakes to pay the Contractor, in consideration for the services rendered under the Specific Contract, a total maximum price of **[as specified under Total Maximum Amount in the Data Appendix]**.

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

- 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 **[as specified under Invoicing Procedure in the Data Appendix]**.
- 5.3. Payments shall be made to account n° **[as specified under Bank Account in the Data Appendix]** 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 5.4 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".***

- 5.4. The address for invoices is:  
**[as specified under Invoicing information in the Data Appendix]**.

## Article 6. SUB-CONTRACTING

**[as specified under Sub-Contracting in the Data Appendix]**.

## **Article 7. RETENTION MONEY GUARANTEE**

Not Applicable.

## **Article 8. ADMINISTRATIVE PROVISIONS**

8.1. The persons responsible for implementing this Contract are:

For the Commission : [as specified under Persons Responsible for the Customer in the Data Appendix]

For the Contractor : [as specified under Persons Responsible for the Contractor in the Data Appendix]

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. EXPLOITATION OF THE RESULTS**

9.1. In accordance with Art.I.10 of the Framework Contract

## **Article 10. ADDITIONAL PROVISIONS**

[as specified under Additional Provisions in the Data Appendix]

## **Article 11. ANNEXES**

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

Annex I: Technical Annex: available in the e-Request application under the Request Number indicated in Art. 1.1

Annex II: Task Acceptance Form

Annex III: Financial and Technical offer

Annex IV: Technical requirements

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Done in duplicate at Brussels on

For the Contractor

For the Commission

[as specified under The Parties in the Data Appendix]

## ANNEX II

### TASK ACCEPTANCE FORM

**RECEIPT ADVICE SLIP FOR "DELIVERABLES" FOR SPECIFIC CONTRACT N° xxxxx**  
**UNDER FRAMEWORK CONTRACT N° DI/xxxxx**

<i>Original document - duly signed - to be attached to the invoice</i>
<i>Invoicing period: from ____/____/____ till ____/____/____</i>

### RECEIPT OF WORK

*To be filled in by the Contractor and by the Commission*

	Contractor	Commission
Date of <b>last</b> delivery of <b>invoicing period</b>		
Person responsible for checking (in block capitals)		
Comments		
Date and signature		

### ACCEPTANCE AND VALIDATION OF WORK

**To be filled in by the Commission**

Official responsible for acceptance (in block capitals): <b>OIA (*)</b>	
Date and signature	
Official responsible for final validation (in block capitals): <b>OVA (*)</b>	
Date and signature	

(\*)

**OIA** : The Commission's responsible in charge of the reception of the work is obliged to act as **OIA** (Operational initiating agent) for his General Directorate.

**OVA** : The Commission's responsible in charge of the final validation of the work is obliged to act as **OVA** (Operational verifying agent) for his General Directorate.