

**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]**

**PROXIMITY TIME & MEANS
EXTRA MUROS**

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, on the terms set out in the Framework Contract and in this specific contract and the annexes thereto, which form an integral part thereof, to perform the following tasks specified in Annex A1.

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 end on or before **[as specified under End Date in the Data Appendix]**. The period of execution of the tasks may be extended beyond the end date only with the express written agreement of the parties by means of an amendment to this specific contract and before the end of this specific contract. 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 **[as specified under Place of Delivery in the Data Appendix]**.

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 **[as specified under Place of Delivery in the Data Appendix]** or to request that part of the time and means services are executed inside the Commission premises in **[as specified under Place of Delivery in the Data Appendix]**.

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 Article 8 "Administrative Provisions" or other authorised Commission representative - 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 (Annex II) according to the procedure defined in the Hand-set of Time and Means Procedures.

4.5. The service provider is **[as specified under Service Providers in the Data Appendix]**.

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 [as specified under Daily Rate in the Data Appendix] per day of actual services rendered, for [as specified under Number of Days in the Data Appendix] days for profile [as specified under Profile in the Data Appendix] i.e. a total of [as specified under Amount for Profile in the Data Appendix] by the following service provider: [as specified under Service Providers in the Data Appendix].

- 5.2. The **total maximum amount** to be paid by the Commission under this Specific Contract shall be [as specified under Total Amount in the Data Appendix] covering all tasks executed. This amount shall cover all expenditure incurred by the Contractor in performing this Specific Contract.

- 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: [as specified under Invoicing Procedure in the Data Appendix].

- 5.4. 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 5.5 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:

[as specified under Invoicing information in the Data Appendix].

Article 6. SUB-CONTRACTING

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

Article 7. MONEY RETENTION GUARANTEE

[as specified under Money Retention Guarantee in the Data Appendix].

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. USE OF RESULTS

Not Applicable.

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: Time-Sheet

Annex III: Contractor's formal offer: available in the e-Request application under Request n° **[as specified under Request Number in the Data Appendix]**

Done in duplicate at Brussels on

For the Contractor

For the Commission

[as specified under The Parties in the Data Appendix]

ANNEX II: TIME-SHEET

ANNEX II

Name and Official Stamp of the Contractor

ATTENDANCE SHEET

YEAR

Name and forename of service provider	Signature of service provider	DG/Unit	Commission acknowledgement and date	Project

Administration address of service provider	Tel.	Number and date of Specific Contract	Number of days to be worked

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total days	Remaining days
JANUARY																																	
FEBRUARY																																	
MARCH																																	
APRIL																																	
MAY																																	
JUNE																																	
JULY																																	
AUGUST																																	
SEPTEMBER																																	
OCTOBER																																	
NOVEMBER																																	
DECEMBER																																	