

SPECIFIC CONTRACT No XX
implementing Framework Contract No CASIS -
LX-0X ---
TIME & MEANS
INTRA 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*]¹
[*statutory registration number*]²
[official address in full]
[*VAT registration number*]

(hereinafter referred to as "the Contractor"³), [*represented for the purposes of the signature of this contract by* [name in full and function,]]

of the other part,

¹ Delete if contractor is a natural person or a body governed by public law.
² 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.
³ 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 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 thereof, to perform the tasks specified in Annex I.

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 *(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 tasks shall be performed on Commission premises in Brussels or Luxembourg or or other location (to be precised).

Specify the location(s). If the services are to be performed at both Brussels and Luxembourg specify, as precisely as possible, how the services are to be divided between these two locations

Article 4. PERFORMANCE

- 4.1. 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 contained in Annex II and send it to the competent technical person in the Commission for verification.

4.2. The service provider is:

XXXXXX

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 includes 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 **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:

- at the end of each calendar quarter, on the basis of time sheets signed by the Commission and the service provider using the form in Annex II (these time sheets must be attached to the invoice)

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 using the form in Annex II (these time sheets must be attached to the invoice)

- 5.4. Payments shall be made to account No [REDACTED] held with [REDACTED] 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-CONTRACTING⁴

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

⁴ 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.**

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 its offer submitted under the present specific 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: freelancers are 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:

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. 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