**FRAMEWORK AGREEMENT**

**between the**

**European Investment Bank**

**and**

**[Name of Service Provider]**

**Ranked 1st / 2nd / 3rd**

**For**

**Interim staff for Protocol dining room activities**

THIS FRAMEWORK AGREEMENT IS MADE BETWEEN:

the European Investment Bank, having its seat at 98-100, boulevard Konrad Adenauer, L-2950 Luxembourg, for the purpose of the signature hereof represented by Dieter Bachlmair and Frank Schuster

(hereinafter called the "**Bank**" or the “**EIB**”)

of the first part,

and,

[Name of Service Provider], a company established under [country] law, having its registered seat in [address] represented for the purpose of the signature hereof by [Representative],

(hereinafter called the "**Service Provider**")

of the second part,

(the Bank and the Service Provider hereinafter also called a “**Party**” and together the “**Parties**”)

**WHEREAS:**

1. On⚫, the Bank published a call for tenders for the selection of companies specialised in providing Interim staff for the Protocol dining room activities (the “**Call for Tenders**”, Appendix A).
2. The Terms of Reference of the Call for Tenders describe the specific nature of the services to be provided as well as the terms and conditions for their performance. The Terms of Reference state that a maximum of 3 (three) Service Providers would be selected.
3. In response to the Call for Tenders, the Service Provider submitted to the Bank a tender dated [⚫] (the “**Tender**”, Appendix D).
4. The Bank has decided to conclude a framework agreement with each of the top [⚫, number and (words)] ranking firms resulting from the Call for Tenders (collectively the “**Framework Members**”) and to subsequently conclude specific contracts with individual Framework Members thereunder to cover particular assignments.
5. The Service Provider is [the [**First/Second**]**-Ranked Framework Member** in the cascade.]
6. The mutual rights and obligations of the Bank and the Service Provider shall be as set forth in this framework agreement.

**NOW THEREFORE** it is hereby agreed as follows:

**Article 1 –DEFINITIONS**

Those words and terms, which are defined in the documents annexed to this Framework Agreement, are not defined below.

For the purposes of this Framework Agreement:

All references to the “Bank” include references to the European Investment Fund (“**EIF**”).

“**Agreement**” means this Framework Agreement.

“**Assignment**” means the provision by the Service Provider of Services to the Bank in accordance with the respective Assignment Terms of Reference and Proposal.

“**Assignment Completion Report**” means the final report that the Service Provider submits to the Bank upon completion of an Assignment setting out the actual and baseline deliverables, costs and durations and all changes requested.

“**Assignment Terms of Reference**” means an Assignment request distributed to the Framework Members pursuant to Article 4.1 herein.

“**Bank General Terms and Conditions**” means the Bank’s general terms and conditions for framework agreements for the provision of services, attached as Appendix B to this Agreement and applicable to all Contracts.

“**Business Day**” means a day on which the EIB is open for business.

“**Closing Date**” means the time limit for the receipt of a Proposal taking into account factors such as the complexity of the subject-matter of the Assignment and the time needed to prepare and submit a Proposal.

“**Contract**” means any contract pursuant to this Agreement entered into between the Bank and the Service Provider for the performance of an Assignment, and formalised in writing substantially in the form contained in Appendix C herein.

“**in writing**” means any expression consisting of words or figures which can be read, reproduced and subsequently communicated, including information transmitted and stored by electronic means.

“**Proposal**” means a proposal submitted by a Framework Member in response to an Assignment Terms of Reference.

**Article 2 – subject MATTER**

* 1. This Agreement covers the provision of the services described in Appendix A hereto (the “**Services**”), at the Bank’s request and for the benefit of the Bank and of the European Investment Fund (together, the “**EIB Group**”).
	2. The procedures for the award and performance of Assignments are set out in Article 4 herein.
	3. The Service Provider, when performing an Assignment, shall comply with the Bank’s rules and regulations which will have been notified to it and in particular with Appendix B.
	4. The Service Provider will be required to appoint a named individual, as well as a back-up person with overall responsibility for managing and administering this Agreement on behalf of the Service Provider, including Proposals and Contracts as they arise.
	5. This Agreement does not confer on the Service Provider any right to provide Services to the Bank and there is no obligation on the Bank to request Services from the Service Provider nor to enter into any Contract with the Service Provider.

**Article 3 – Duration**

* 1. This Agreement shall enter into force as soon as it has been signed by both Parties (the “**Effective Date**”) and shall expire 4 (four) years thereafter. This contractual period and all other periods specified in the Agreement are calculated in calendar days unless otherwise indicated.
	2. Under no circumstances may implementation take place before the Effective Date. Contracts may under no circumstances be concluded before the Effective Date.
	3. The Agreement shall continue to apply to Contracts whose end date falls after this Agreement expires.

**Article 4 –PROCEDURE FOR AWARDING SPECIFIC ASSIGNMENTS**

* 1. As the Bank determines a need for Services, it will conduct the following award procedure:
1. The Bank will send in writing to the First-Ranked Framework Member an Assignment Terms of Reference including at a minimum:
2. the scope of the Services, including minimum technical requirements if any;
3. the Closing Date; and
4. the information required in the Proposal, which may, among other, include
* date and time of assignment
1. Any clarifications requested by the Framework Member in relation to an Assignment Terms of Reference shall be submitted in writing by email to the Bank by the deadline date indicated in the Assignment Terms of Reference;
2. Proposals shall be in conformance with the fixed terms contained in the Tender such as prices/rates, service requirements, team composition, profile qualifications, etc., as updated in accordance with this Agreement;
3. The Framework Member shall submit its Proposal to the Bank in writing;
4. The Bank shall not be responsible for any costs incurred by a Framework Member in the preparation of a Proposal or any required site visit; and
5. If the Framework Member does not submit a Proposal, or such Proposal is not in compliance with the Assignment Terms of Reference or is otherwise irregular or unacceptable to the Bank, or if the Framework Member is in a situation of conflicting interests that may negatively affect the performance of the Assignment, the Bank will send the same Assignment Terms of Reference to the Framework Member who is next in ranking in the cascade.
	1. The award process will terminate either with the award of the Assignment to one of the Framework Members, or with the failure to award the Assignment to any Framework Member. In the event of failure to award the Assignment, the Bank may redefine the Assignment or restart the procedure at a later stage.
	2. All Framework Members that have submitted a Proposal for an Assignment will be notified in writing of the results of that award procedure.
	3. The Contract will comprise the Agreement, the Contract provisions, the Assignment Terms of Reference and the Proposal. In the event of any inconsistency, the following order of priority shall apply: (1) this Agreement, (2) the Contract provisions, (3) the Assignment Terms of Reference and (4) the Proposal.
	4. Unless otherwise instructed by the Bank, within 5 (five) Business Days of receiving from the Bank the execution copies of the Contract, the selected Framework Member shall return two originals, duly signed and dated.
	5. If awarded the Assignment, the Service Provider shall at all times perform the Assignment with all reasonable care and skill and shall conform in all respects with the terms and conditions of this Agreement and of the Contract.
	6. The Assignment will be carried out by the Service Provider acting jointly with and under the supervision of experienced staff of the Bank.
	7. The performance of the Service Provider and its staff will be monitored throughout the Assignment. All deliverables under a Contract are subject to the Bank’s review and approval. The Service Provider must review all deliverables prior to delivery to the Bank for approval to ensure that they are complete, accurate and up-to-date.
	8. If so instructed by the Bank in writing, an Assignment Completion Report shall be submitted to the Bank by the Service Provider upon completion of the Assignment.
	9. Where execution of a Contract has not commenced within 10 (ten) days of the scheduled date for the commencement of the Assignment and the new date proposed by the Service Provider, if any, is considered unacceptable by the Bank, the Bank may cancel the Contract with no prior notice. Cancellation shall take effect from the day after the day on which the Service Provider receives written notification of the cancellation from the Bank.

**Article 5 – PRICE**

* 1. The maximum total expenditure by the Bank on Contracts with all Framework Members shall be EUR [⚫](excluding VAT) and expenses/but including expenses
	2. In consideration for performing an Assignment, the Service Provider shall be paid in accordance with the price contained in its Proposal, which shall be calculated not exceeding the maximum prices/rates quoted in the Tender.
	3. Pursuant to Article 21 of Protocol (No 7) on the Privileges and Immunities of the European Union annexed to the Treaty on the Functioning of the European Union, as implemented in national law, any payment for Services delivered under a Contract are exempt from VAT.

5.4 The rates] quoted in the Tender shall be fixed and non-revisable for the first year of the Agreement (the “**Fixed-Pricing Period**”), following which an annual indexation will apply provided one of the Parties has requested it in writing within 3 months before the end of the Fixed-Pricing Period. Annual indexation will be in accordance with the STATEC - Rapid Indicators - Table C2 - Six-monthly average of indices (position as at 1.1.1948 = 100):

|  |  |
| --- | --- |
| Ri = Ro x Ii Io | Ro: Current priceRi: New priceIo: STATEC index of the month of the Tender or of the last indexation exercise. Ii: STATEC index of the month in which the application for revision was made. |

**Article 6 – TERMS OF Payment**

* 1. Unless otherwise instructed by the Bank under a Contract, the Service Provider shall issue an invoice at the beginning of each calendar month, which shall cover the Services provided during the preceding calendar month.
	2. Invoices are to be issued and payment by the Bank shall be made in accordance with the provisions of Article 8 of Appendix B.
	3. Payments shall be made to the bank account in the name of the Service Provider as notified to the Bank in writing before the date of commencement of the Assignment and subsequently inserted into the Contract.

**Article 7 – Place of work**

* 1. The Service Provider shall execute the Assignment from the Bank’s headquarters in Luxembourg, or, where the location of a particular task is not so specified, at such location(s) as the Bank may indicate to the Service Provider.
	2. The Service Provider may, upon written authorization from the Bank, and for clearly designated periods of time to be agreed in advance with the Bank, work from its usual professional premises.

**Article 8 – DATA PROTECTION**

1. For the purposes of paragraph A of Annex III to the General Terms and Conditions:
2. the data controller is the Head of Protocol division, European Investment Bank; Dieter Bachlmair, Head of Protocol Division,SG/GB/PTL
3. the data protection notice is available at <https://www.eib.org/en/privacy/policy.htm>.
4. For the purposes of paragraph B of Annex III to the General Terms and Conditions:

(a) the subject matter and purpose of the processing of personal data by the Service Provider are contracts for interim staff for the Protocol dining room activities.

(b) The localisation of and access to the personal data processed by the Service Provider shall comply with the following:

1. the personal data shall only be processed within the territory of the European Union and the European Economic Area and will not leave that territory;
2. the data shall only be held in data centres located within the territory of the European Union and the European Economic Area;
3. no access shall be given to such data outside of the European Union and the European Economic Area; access to data may be given on a need to know basis only to authorised persons established in a country which has been recognised by the European Commission as providing adequate protection to personal data;
4. the Service Provider may not change the location of data processing without the prior written authorisation of the Bank;
5. any transfer of personal data under the Agreement to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of Regulation (EU) 2018/1725.

c) Upon a period of ten (10) years following the expiry or termination of a Contract, the Service Provider shall effectively delete all personal data processed on behalf of the controller, and any copies thereof unless Union or national law requires a longer storage of personal data;

d) Written instructions from the Bank include:

Signing of contracts, requests for CV’s of interim staff, contact details of interim staff.

**Article 9 – LAW AND JURISDICTION**

* 1. The Agreement shall be governed by the laws of Luxembourg.
	2. The Parties hereby submit to the exclusive jurisdiction of the Tribunal d’arrondissement of Luxembourg.

**Article 10 – NOTICES; CONTACT PERSON**

* 1. Notices and other communications given hereunder addressed to either party shall be in writing and shall be served by hand delivery, registered letter, e-mail or other means of transmission which affords evidence of receipt by the addressee to its address set out below, or to such other address as it previously notifies to the other in writing:

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| --- | --- |
| for the Bank: | Attention: Mr Dieter Bachlmair98-100, boulevard Konrad AdenauerL-2950 LuxembourgE-mail: |
| for the Service Provider: | Attention: ⚫[address of the Service Provider]E-mail: |

* 1. The date of registration or, as the case may be, the stated date of receipt of transmission shall be conclusive for the determination of a period.
	2. The Service Provider shall have as a contact person in the Bank Mr Said Hocine to whom he shall report in respect of execution of the Services and Mr Béla Roloff for notifications, or any other person that the Bank has expressly notified to the Service Provider.

Article 11 – ENTIRE AGREEMENT

* 1. This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of any Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
	2. The following documents attached hereto shall be deemed to form an integral part of the Agreement:
1. Appendix A: [Call for Tenders/Invitation to Tender] [, including clarifications issued by the Bank before the deadline for submitting [tenders/offers] and [minutes of the information meeting/site visit]];
2. Appendix B: General Terms and Conditions for Framework Agreements for the
Provision of Services to the European Investment Bank;
3. Appendix C: Contract Template; and
4. Appendix D: [Tender/Offer] [,including clarification from the tenderer provided during tender evaluation].
	1. In case of any inconsistency between the terms of this Agreement, the following order of priority shall apply:
5. Terms set out in Articles 1 to 11 of this Agreement;
6. Appendix A;
7. Appendix B;
8. Appendix C; and
9. Appendix D.

**IN WITNESS WHEREOF**, the Parties hereto have caused 2 (two) original copies of this Agreement to be signed in their respective names.

|  |  |
| --- | --- |
| Luxembourg, [date] | [city], [date] |
| Signed for and on behalf of theEUROPEAN INVESTMENT BANK\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Frank SchusterDirector of Governing Bodies  | Signed for and on behalf of[NAME OF THE SERVICE PROVIDER]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[name] |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dieter BachlmairHead of Division Protocol, Visits and Events  |  |