MULTIPLE FRAMEWORK SERVICE CONTRACT IN "SLEEPING CASCADE[1]

FRAMEWORK CONTRACT NUMBER – **10635**

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the contracting authority"), represented for the purposes of the signature of this framework contract by Mr Patrick Meyer, Head of the 'IT Infrastructure and Security' Unit of the Publications Office of the European Union (hereinafter referred to as "the Publications Office"),

on the one part, and

Full official name:	[*complete*]
Official legal form:	[*complete*]
Statutory registration number:	[*complete*]
Full official address:	[*complete*]
VAT registration number:	[*complete*]

(hereinafter referred to as 'the contractor'), represented for the purposes of the signature of this framework contract by [*forename, surname and function,*][2]

on the other part,

[1] The first page of the FWC will include a list of all contractors in cascading order].

[2] In case of a joint offer, this clause will be replaced as follows: "The parties identified above and hereinafter collectively referred to as the 'the contractor' shall be jointly and severally liable vis-à-vis the contracting authority for the performance of this framework contract. They are represented for the purposes of the signature of this framework contract by [forename, surname and function,]".

HAVE AGREED

to the **special conditions,** the **general conditions for service framework contracts, model order form (**Volume I) and the following annexes:

Annex 1 - Price schedule and estimation form (Volume I)

Annex 2 - Tender specifications[3] (Volume II)

Annex 3 - Contractor's tender (Volume III)

which form an integral part of this framework contract (hereinafter referred to as "the FWC").

- The terms set out in the special conditions shall take precedence over those in the other parts of the FWC.
- The terms set out in the general conditions shall take precedence over those in the model order form.
- The terms set out in the model order form shall take precedence over those in the annexes.
- The terms set out in the tender specifications (Annex 2) shall take precedence over those in the tender (Annex 3).
- The terms set out in the framework contract shall take precedence over those in the order forms.
- Notwithstanding the above, where the contractor has in his tender offered improved values as compared to the requirements described in other parts of the FWC, these improved values shall take precedence over the values of their equivalents in the other parts of the FWC.

[3] Including additional information, if applicable.

I – SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER

I.1.1 The subject matter of the FWC is the provision of IT infrastructure services for the Data Centre Facilities

I.1.2 Signature of the FWC imposes no obligation on the contracting authority to purchase. Only performance of the FWC through order forms is binding on the contracting authority.

I.1.3 Multiple framework contract

The contractor is selected for a multiple FWC in cascade in [*number*] position.[4]

ARTICLE I.2 – ENTRY INTO FORCE AND DURATION

I.2.1 The FWC shall enter into force on 15 November 2015 if it has already been signed by both parties; otherwise it shall enter into force on the date of its signature by the last party. The maximum amount of the FWC shall be EUR [*amount in figures and in word*]. However, this must in no way be construed as a commitment on the contracting authority to purchase for the maximum amount.

I.2.2 Under no circumstances may performance commence before the date on which the FWC enters into force. Execution of the tasks may under no circumstances begin before the date on which the order form enters into force.

I.2.3 The FWC is concluded for a period of (4) four years with effect from the date on which it enters into force. Unless otherwise specified, all periods specified in the FWC are calculated in calendar days.

I.2.4 The order forms shall be signed by both parties before the FWC expires.

The FWC shall continue to apply to such order forms after its expiry. These shall be executed no later than six (6) months after the expiry of the FWC.

ARTICLE I.3 – PRICES

I.3.1 The prices of the services shall be as listed in Annex 1.

I.3.2 Price revision

Prices shall be fixed and not subject to revision during the first year of duration of the FWC from its signature.

I.3.2.1 At the beginning of the second and every following year of duration of the FWC, 75% of each price may be revised upwards or downwards, if such revision is requested by one of the parties in writing no later than two (2) months before the anniversary of the date on which it was signed. The other party shall acknowledge receipt within fifteen (15) days of reception of the request. The contracting authority shall purchase on the basis of the prices in force on the date on which order forms are signed by both parties. Such prices shall not be subject to revision.

[4] See the list of contractors on the introductory page (will be added once the FWC is awarded).

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \times [(0.25+0.75 \frac{Ir}{Io})^*]$$

where:

Pr = revised price;

Po = price in the original tender;

I = is the harmonised index of consumer prices in the contractor's country[5], expressed in euro, as published on the internet site "Europa" (Eurostat), accessible currently at the address http://ec.europa.eu/eurostat/web/hicp/data/database

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index applicable four (4) months before the anniversary of the signature of the contract;

* = rounded (no decimal).

The revised prices will have the same number of decimals as was accepted in the original price schedule.

I.3.2.2 By way of derogation from Article I.3.2.1, in case of contractors not ranked in the first position in the cascade, the first request for price revision may be addressed to the other party before the change in the cascade position is confirmed in writing between the parties ("change date"). The new prices shall apply as from the first anniversary of the signature of the contract or from the change date, whichever is later. The index shall be that applicable four (4) months before the change date.

The remaining provisions of Article I.3.2.1 shall apply *mutatis mutandis*, the anniversary of the signature of the contract being understood to mean the anniversary of the price revision, if applicable.

[5] The country in which the contractor is mainly based. In case of a joint offer, the country of the co-ordinator (consortium leader) will be used.

ARTICLE I.4 – PERFORMANCE OF THE FRAMEWORK CONTRACT AND PAYMENT ARRANGEMENTS

I.4.1 Performance of the multiple FWC in "sleeping" cascade

The first contractor in the order of the cascade shall be asked to provide the services foreseen in the FWC. The second contractor in the order of the cascade will only be asked to provide the services foreseen in the FWC if the FWC with the first contractor has been terminated. The third contractor in the order of the cascade will only be asked to provide the services foreseen in the FWC if the FWC with the first and the second contractor have been terminated.

Within ten (10) working days of an order form being sent by the contracting authority to the contractor, the contracting authority shall receive it back, duly signed and dated. The contractor shall at the same time send to the contracting authority a copy of the signed and dated order form by e-mail.

The period allowed for the execution of the tasks shall start to run on the date the contractor signs the order form, unless a different date is indicated on the form.

The contracting authority is not obliged to fully take up all man-days ordered and to pay for those not having been provided.

I.4.2 Monthly payments relating to times and means order forms

The contractor shall submit an invoice for payment equal to the value of the services referred to in the relevant order form and delivered during the relevant month within 15 days from the end of that month.

Invoices shall be submitted together with the Activity report or any other document in accordance with the tender specifications or the order form, unless these have been delivered beforehand.

The contracting authority shall make the payment within sixty (60) days from receipt of the invoice, provided the Activity report has been accepted.

The contractor shall have two (2) days in which to submit additional information or corrections, a new activity report or other documents if it is required by the contracting authority.

During the contract's duration, the contracting parties may agree on a different periodicity for invoices' drawing (e.g. quarterly, instead of monthly).

Article II.15.6 shall apply.

I.4.5 Invoices and supporting documents are to be sent to:

Publications Office of the European Union
CAD-FACTURATION
2, RUE MERCIER
L-2985 LUXEMBOURG

I.4.6 e-PRIOR

The transmission of documents such as requests for services, order forms and invoices may in the future be automated via electronic systems based on an electronic exchange platform (e-PRIOR).

At the request of the contracting authority, the use of the above-mentioned systems will become mandatory for the contractor, and transactions executed via the systems will have full legal effect.

Practical arrangements will be agreed upon in an amendment to the FWC.

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the contractor's bank account denominated in [euro[6]], identified as follows:

Name of bank:

Full address of branch:

Exact designation of account holder:

Full account number including [bank] codes:

[IBAN[7] code:]

ARTICLE I.6 – COMMUNICATION DETAILS AND DATA CONTROLLER

For the purpose of Article II.6, the data controller shall be the Publications Office.

Communications shall be sent to the following addresses:

Contracting authority:

With regard to the performance of the FWC:

Publications Office of the European Union
[Mr /Mrs/Ms *complete name*]
[*complete*] Unit
2, Rue Mercier
L-2985 Luxembourg
Tel:
Fax:
E-mail: functional mailbox

With regard to administrative issues (including any amendment):

Publications Office of the European Union
[Mr /Mrs/Ms *complete name*]
Calls for Tenders, Contracts and Copyright Unit
2, Rue Mercier
L-2985 Luxembourg
Tel:
Fax:

[6] Or local currency where the receiving country does not allow transactions in EUR.
[7] BIC or SWIFT code for countries with no IBAN code.

E-mail: OP-CONTRATS-AOC@publications.europa.eu

Contractor:

With regard to technical matters:

Company name:
[Mr /Mrs/Ms *complete name*]
Function:
Full official address:
Tel:
Fax:
E-mail:

With regard to administrative matters (including any amendments):

Company name:
[Mr /Mrs/Ms *complete name*]
Function:
Full official address:
Tel:
Fax:
E-mail:

ARTICLE I.7 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1 The FWC shall be governed by Union law, complemented, where necessary, by the law of the Grand Duchy of Luxembourg.

I.7.2 Any dispute between the parties in relation to the interpretation, application or validity of the FWC which cannot be settled amicably shall be brought before the courts of the Grand Duchy of Luxembourg.

ARTICLE I.8 - EXPLOITATION OF THE RESULTS OF THE FWC

I.8.1 Modes of exploitation

In accordance with Article II.10.2 whereby the Union acquires ownership of the results as defined in the tender specifications (Annex 2), these results may be used for any of the following purposes:

(a) use for its own purposes:
- (i) making available to the staff of the contracting authority
- (ii) making available to the persons and entities working for the contracting authority or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States' institutions
- (iii) installing, uploading, running processing
- (iv) arranging, compiling, combining, retrieving
- (v) copying, reproducing in whole or in part and in unlimited number of copies

(b) distribution to the public:

(i) publishing in hard copies

(ii) publishing in electronic or digital format

(iii) publishing on the internet as a downloadable/non-downloadable file

(iv) broadcasting by any kind of technique of transmission

(v) public presentation or display

(vi) communication through press information services

(vii) inclusion in widely accessible databases or indexes

(viii) otherwise in any form and by any method

(c) modifications by the contracting authority or by a third party in the name of the contracting authority:

(i) shortening

(ii) summarizing

(iii) modifying of the content

(iv) making technical changes to the content:

- necessary correction of technical errors
- adding new parts or functionalities
- changing functionalities
- providing third parties with additional information concerning the result (e.g. source code) with a view of making modifications

(v) addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.

(vi) extracting a part or dividing into parts

(vii) use of a concept or preparation of a derivate work

(viii) digitisation or converting the format for storage or usage purposes

(ix) modifying dimensions

(x) translating in any language worldwide:

(d) the modes of exploitation listed in article II.10.4

[(e) rights to authorise, license, or sub-license in case of licensed pre-existing rights, the modes of exploitation set out in any of the points (a) to (d) to third parties.]

Where the contracting authority becomes aware that the scope of modifications exceeds that envisaged in the contract, the contracting authority shall consult the contractor. Where necessary, the contractor shall in turn seek the agreement of any creator or other right holder. The contractor shall reply to the contracting authority within one month and shall provide its agreement, including any suggestions of modifications, free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

I.8.2 Pre-existing rights and transmission of rights

All pre-existing rights incorporated in the results and directly related to the uses foreseen in Article I.8.1 shall be fully and irrevocably acquired by the Union as provided for in Article II.10.2 and by derogation to Article II.10.3.

The contractor shall provide to the contracting authority a list of pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.10.5.

I.8.3 Pre-existing software

Notwithstanding the rules contained in Article I.8.2, when, for the purposes of the services provided under the FWC and under the condition that no software is recommended by the contracting authority, the contractor intends to use its proprietary software or software belonging to a third party or parts of such software, the contractor shall seek the contracting authority's prior written assent when presenting its specific tender according to Article I.4.1.

For that purpose, the contractor shall:

- properly identify the software (by reference to its commercial name and version)
- by derogation to Article II.10.3 state whether the use of such software by the contracting authority or by third parties (for example the Member States, other institutions or persons and entities working for the contracting authority) will involve licence payments for development or use and provide an estimate of those payments.

Provided the contracting authority agrees with the use of pre-existing software and by derogation to Article II.10.3, a license agreement shall be signed between the parties specifying the modes of exploitation of such software and the overall amount of licence payments due for the whole duration of the licence.

The incorporation of the pre-existing software in the results shall not affect the contracting authority's right to use the results according to Article I.8.1.

ARTICLE I.9 – TERMINATION

I.9.1 By either party

Either party may, unilaterally and without being required to pay compensation, terminate either the FWC or the FWC and order forms by formally notifying the other party and by giving six (6) months' notice. Should the contracting authority terminate the FWC, order forms, the contractor shall only be entitled to payment corresponding to the part-performance of the services ordered before the termination date. The first paragraph of Article II.14.3 shall apply.

I.9.2 By the contracting authority

Without prejudice to Article II.14, the contracting authority may terminate the FWC or order form by serving formal notice, in case of:

- one of the KPI scores does not fulfil the target during three (3) consecutive months;

- the global liquidated damages reach 20% of the monthly due amount during two consecutive months.

The contracting authority may terminate the FWC in case of cancellation of the takeover order form.

Articles II.14.2 and II.14.3 shall apply.]

ARTICLE I.10 – CONSEQUENCES OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS

I.10.1 Notwithstanding Article II.12, should the contractor not respect the requested performance level as defined by the KPIs (see point 4.5 of Annex 2), the contracting authority may apply liquidated damages as described in said point 4.8 of Annex 2.

I.10.2 Notwithstanding Article II.12, should the contractor fail to provide the deliverables within the time limits set out in the FWC or in the relevant order form, the contracting authority may apply liquidated damages corresponding to 0.5 % of the total value of the relevant purchase per calendar day of delay, however with a minimum total amount of EUR 400.

I.10.3 The liquidated damages, according to this Article, may not exceed 25 % of the value of the concerned order form. Article II. 12, third and fourth paragraph shall apply.

ARTICLE I.11 – SECURITY

I.15.1 The contractor shall take all specific measures with regard to products that are needed to ensure the conservation of the data and of its support. The files supplied shall not contain any mechanism (e.g. viruses) which could compromise their proper operation and that of other software. The cost of repairing any damage caused by such a mechanism shall be borne by the contractor.

I.15.2 The contractor shall inform the contracting authority in writing as soon as he has knowledge of any faults in his products that may endanger the security of the contracting authority's infrastructure. He shall take immediately any measures necessary to restore the security of the configurations and correct the faults.

I.15.3 The contractor shall ensure that any security measures applicable to specific products are specified in the user manuals and technical documentation supplied.

I.15.4 The contractor and its staff, when performing tasks for the contracting authority in execution of this FWC, undertakes to comply with:

- Decision C(2006)3602 of 16 August 2006 of the Commission concerning the security of information systems used by the European Commission[8],

- Commission decision on security annexed to decision 2001/844/EC, CECA, Euratom of the Commission of 29 November 2001 amending its internal Rules of Procedure[9], as well as all its subsequent versions.

[8] http://ec.europa.eu/dgs/informatics/procurement/useful_documents/doc/decision_3602_2006_en.pdf

I.15.5 The contractor' staff working in the contracting authority premises (Intra Muros) must conform to all internal contracting authority security policy. The contractor is required to replace, immediately and without any compensation possible, any person working Intra Muros breaching a security rule.

I.15.6 The contractor agrees to impose the security obligations of this Article upon his subcontractors and their staff when performing tasks for the contracting authority in execution of this FWC.

SIGNATURES

For the contractor,	For the contracting authority,
[*Company name/forename/surname/function*]	[*forename/surname/function*]
signature[s]: _____	signature[s]:_____
Done at [place], [date]	Done at [Luxembourg], [date]

In duplicate in English.

[9] OJ L 317, 3.12.2001, p. 1–55.

II – GENERAL CONDITIONS FOR SERVICE FRAMEWORK CONTRACTS

ARTICLE II. 1 – PERFORMANCE OF THE FWC

II.1.1 The contractor shall perform the FWC to the highest professional standards.

II.1.2 The contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for performance of the FWC under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

II.1.3 Without prejudice to Article II.4 any reference made to the contractor's personnel in the FWC shall relate exclusively to individuals involved in the performance of the FWC.

II.1.4 The contractor must ensure that the personnel performing the FWC possesses the professional qualifications and experience required for the execution of the tasks assigned to it.

II.1.5 The contractor shall neither represent the contracting authority nor behave in any way that would give such an impression. The contractor shall inform third parties that it does not belong to the European public service.

II.1.6 The contractor shall be solely responsible for the personnel who executes the tasks assigned to him.

The contractor shall stipulate the following employment or service relationships with its personnel:

(a) personnel executing the tasks assigned to the contractor may not be given orders directly by the contracting authority;

(b) the contracting authority may not under any circumstances be considered to be the employer of the personnel referred to in point (a) and the personnel shall undertake not to invoke against the contracting authority any right arising from the contractual relationship between the contracting authority and the contractor.

II.1.7 In the event of disruption resulting from the action of one of the contractor's personnel working on the contracting authority's premises or in the event that the expertise of one of the contractor's personnel fails to correspond to the profile required by the FWC, the contractor shall replace him without delay. The contracting authority shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel must have the necessary qualifications and be capable of performing the FWC under the same contractual conditions. The contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of personnel.

II.1.8 Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the contractor shall immediately and on its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under this FWC. In such an event the

contractor shall give priority to solving the problem rather than determining liability.

II.1.9 Should the contractor fail to perform its obligations under the FWC or order form or specific contract, the contracting authority may - without prejudice to its right to terminate the FWC order form or specific contract or - reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, the contracting authority may claim compensation or impose liquidated damages in accordance with Article II.12.

ARTICLE II.2 – MEANS OF COMMUNICATION

II.2.1 Any communication relating to the FWC or to its performance shall be made in writing and shall bear the FWC number, and if applicable the order form or specific contract number. Any communication is deemed to have been made when it is received by the receiving party unless otherwise provided for in this FWC.

II.2.2 Electronic communication shall be deemed to have been received by the parties on the day of dispatch of that communication provided it is sent to the addressees listed in Article I.6. Without prejudice to the preceding, if the sending party receives a message of non-delivery to or of absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.

Electronic communication shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

II.2.3 Mail sent using the postal services is deemed to have been received by the contracting authority on the date on which it is registered by the department responsible referred to in Article I.6.

Any formal notification shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

ARTICLE II. 3 – LIABILITY

II.3.1 The contractor shall be solely responsible for complying with any legal obligations incumbent on it.

II.3.2 The contracting authority shall not be held liable for any damage caused or sustained by the contractor, including any damage caused by the contractor to third parties during or as a consequence of performance of the FWC, except in the event of wilful misconduct or gross negligence on the part of the contracting authority.

II.3.3 The contractor shall be held liable for any loss or damage sustained by the contracting authority in performance of the FWC, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the relevant order form or specific contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the contractor or of its personnel or subcontractors, the contractor shall have unlimited liability for the amount of the damage or loss.

II.3.4 The contractor shall indemnify and hold the Union harmless for all damages and costs incurred due to any claim. The contractor shall provide compensation in the

event of any action, claim or proceeding brought against the contracting authority by a third party as a result of damage caused by the contractor during the performance of the FWC. In the event of any action brought by a third party against the contracting authority in connection with the performance of the FWC including any alleged breach of intellectual property rights, the contractor shall assist the contracting authority. Such expenditure incurred by the contractor may be borne by the contracting authority.

II.3.5 The contractor shall take out an insurance policy against risks and damage relating to the performance of the FWC if required by the relevant applicable legislation. It shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the contracting authority should it so request.

ARTICLE II. 4 - CONFLICT OF INTERESTS

II.4.1 The contractor shall take all the necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and objective performance of the FWC is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.

II.4.2 Any situation constituting or likely to lead to a conflict of interest during the performance of the FWC shall be notified to the contracting authority in writing without delay. The contractor shall immediately take all the necessary steps to rectify the situation. The contracting authority reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.

II.4.3 The contractor declares that it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the FWC.

II.4.4 The contractor shall pass on all the relevant obligations in writing to its personnel and to any natural person with the power to represent it or take decisions on its behalf and ensure that it is not placed in a situation which could give rise to conflicts of interest. The contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the FWC including subcontractors.

ARTICLE II.5 – CONFIDENTIALITY

II.5.1. The contracting authority and the contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the FWC and identified in writing as confidential.

The contractor shall:

(a) not use confidential information and documents for any purpose other than fulfilling its obligations under the FWC, order form or specific contract without prior written agreement of the contracting authority;

(b) ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;

(c) not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the contracting authority.

II.5.2 The confidentiality obligation set out in Article II.5.1 shall be binding on the contracting authority and the contractor during the performance of the FWC and for five years starting from the date of the payment of the balance unless:

(a) the disclosing party agrees to release the other party from the confidentiality obligation earlier;

(b) the confidential information becomes public through other means than in breach of the confidentiality obligation, through disclosure by the party bound by that obligation;

(c) the disclosure of the confidential information is required by law.

II.5.3 The contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the FWC, order form or specific contract an undertaking that they will comply with the confidentiality obligation set out in Article II.5.1.

ARTICLE II.6– PROCESSING OF PERSONAL DATA

II.6.1 Any personal data included in the FWC shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the FWC without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

II.6.2 The contractor shall have the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.

II.6.3 The contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II.6.4 Where the FWC requires the processing of personal data by the contractor, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his rights.

II.6.5 The contractor shall grant personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the FWC.

II.6.6 The contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

(a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:

(i) unauthorised reading, copying, alteration or removal of storage media;

(ii) unauthorised data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;

(iii) unauthorised use of data-processing systems by means of data transmission facilities;

(b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;

(c) record which personal data have been communicated, when and to whom;

(d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting authority;

(e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;

(f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE II. 7 – SUBCONTRACTING

II.7.1 The contractor shall not subcontract without prior written authorisation from the contracting authority nor cause the FWC to be de facto performed by third parties.

II.7.2 Even where the contracting authority authorises the contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of this FWC.

II.7.3 The contractor shall make sure that the subcontract does not affect rights and guarantees granted to the contracting authority by virtue of this FWC, notably by Article II.18.

ARTICLE II. 8 – AMENDMENTS

II.8.1 Any amendment to the FWC or order form or specific contract shall be made in writing before fulfilment of all contractual obligations. An order form or a specific contract may not be deemed to constitute an amendment to the FWC.

II.8.2 The amendment may not have the purpose or the effect of making changes to the FWC or to order forms or specific contracts which might call into question the decision awarding the FWC, order form or specific contract or result in unequal treatment of tenderers or contractors.

ARTICLE II. 9 – ASSIGNMENT

II.9.1 The contractor shall not assign the rights, including claims for payments, and obligations arising from the FWC, in whole or in part, without prior written authorisation from the contracting authority.

II.9.2 In the absence of such authorisation, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the contractor shall not be enforceable against the contracting authority and shall have no effect on it.

ARTICLE II. 10 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

II.10.1 Definitions

In this FWC the following definitions apply:

(1) 'results' means any intended outcome of the performance of the FWC which is delivered and finally accepted by the contracting authority.

(2) 'creator' means any natural person who contributed to the production of the result and includes personnel of the contracting authority or a third party.

(3) 'pre-existing rights' means any industrial and intellectual property rights, including background technology, which exist prior to the contracting authority or the contractor ordering them for the purpose of the FWC performance and include rights of ownership and use by the contractor, the creator, the contracting authority and any other third parties.

II.10.2 Ownership of the results

The ownership of the results shall be fully and irrevocably acquired by the Union under the FWC including any rights in any of the results listed in the FWC and order forms or specific contracts, including copyright and other intellectual or industrial property rights, and all technological solutions and information contained therein, produced in performance of the FWC. The contracting authority may exploit them as stipulated in this FWC or order forms or specific contracts. All the rights shall be acquired by the Union from the moment the results are delivered by the contractor and accepted by the contracting authority. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the contractor to the Union.

The payment of the price as set out in the order forms or specific contracts is deemed to include any fees payable to the contractor in relation to the acquisition of ownership of rights by the Union including all forms of use of the results.

The acquisition of ownership of rights by the Union under this FWC covers all territories worldwide.

Any intermediary sub-result, raw data, intermediary analysis made available by the contractor cannot be used by the contracting authority without the written consent of the contractor, unless the FWC or specific contract or order form explicitly provides for it to be treated as a self-contained result.

II.10.3 Licensing of pre-existing rights

The Union shall not acquire ownership of the pre-existing rights.

The contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to the Union which may use the pre-existing right as foreseen in Article I.8.1 or in order forms or specific contracts. All the pre-existing rights shall be licensed to the Union from the moment the results were delivered and accepted by the contracting authority.

The licensing of pre-existing rights to the Union under this FWC covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

II.10.4 Modes of exploitation

The Union shall acquire ownership of each of the results produced as an outcome of the FWC which may be used for any of the following purposes:

(a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;

(b) storage of the original and copies made in accordance with this FWC or specific contract or order form;

(c) archiving in line with the document management rules applicable to the contracting authority.

II.10.5 Identification and evidence of granting of pre-existing rights and rights of third parties

When delivering the results, the contractor shall warrant that they are free of rights or claims from creators and third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. This does not concern the moral rights of natural persons.

The contractor shall establish to that effect a list of all pre-existing rights and rights of creators and third parties on the results of this FWC or parts thereof. This list shall be provided no later than the date of delivery of the final results.

In the result the contractor shall clearly point out all quotations of existing textual works. The complete reference should include as appropriate: name of the author, title of the work, date and place of publication, date of creation, address of publication on internet, number, volume and other information which allows the origin to be easily identified.

Upon request by the contracting authority, the contractor shall provide evidence of ownership or rights to use all the listed pre-existing rights and rights of third parties except for the rights owned by the Union.

This evidence may refer, inter alia, to rights to: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form), IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

The evidence shall include, as appropriate:

(a) the name and version number of a software product;

(b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;

(c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;

(d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the results were created by its personnel;

(e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities in case it is found that it does not hold the necessary rights, regardless of when and by whom this fact was revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final results.

II.10.6 Creators

By delivering the results the contractor warrants that the creators undertake not to oppose that their names be recalled when the results are presented to the public and confirms that the results can be divulged. Names of authors shall be recalled on request in the manner communicated by the contractor to the contracting authority.

The contractor shall obtain the consent of creators regarding the granting of the relevant rights and be ready to provide documentary evidence upon request.

II.10.7 Persons appearing in photographs or films

If natural, recognisable persons appear in a result or their voice is recorded the contractor shall submit a statement of these persons (or of the persons exercising parental authority in case of minors) where they give their permission for the described use of their image or voice on request by the contracting authority. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

II.10.8 Copyright for pre-existing rights

When the contractor retains pre-existing rights on parts of the results, reference shall be inserted to that effect when the result is used as set out in Article I.8.1 with the following disclaimer: © - year – European Union. All rights reserved. Certain parts are licensed under conditions to the EU.

II.10.9 Visibility of Union funding and disclaimer

When making use of the results, the contractor shall declare that they have been produced within a contract with the Union and that the opinions expressed are those of the contractor only and do not represent the contracting authority's official position. The contracting authority may waive this obligation in writing.

ARTICLE II. 11 – FORCE MAJEURE

II.11.1 'Force majeure' means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the FWC, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

II.11.2 A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

II.11.3 The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where

the contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.

II.11.4 The parties shall take all the necessary measures to limit any damage due to force majeure.

ARTICLE II. 12 – LIQUIDATED DAMAGES

The contracting authority may impose liquidated damages should the contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the tender specifications.

Should the contractor fail to perform its contractual obligations within the time limits set by the FWC or the relevant order form or specific contract, then, without prejudice to the contractor's actual or potential liability or to the contracting authority's right to terminate the FWC or the relevant order form or specific contract, the contracting authority may impose liquidated damages for each and every calendar day of delay according to the following formula:

0.3 x (*V/d*)

V is the price of the relevant purchase;

d is the duration specified in the relevant order form or specific contract or, failing that, the period between the date specified in Article I.4.1 and the date of delivery or performance specified in the relevant order form or specific contract, expressed in calendar days

The contractor may submit arguments against this decision within 30 days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by the contracting authority within 30 days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

The parties expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses incurred due to failure to fulfil obligations which may be reasonably anticipated.

ARTICLE II. 13 – SUSPENSION OF THE PERFORMANCE OF THE FWC

II.13.1 Suspension by the contractor

The contractor may suspend the performance of the FWC or order form or specific contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The contractor shall inform the contracting authority about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the FWC, order form or specific contract.

Once the circumstances allow resuming performance, the contractor shall inform the contracting authority immediately, unless the contracting authority has already terminated the FWC, order form or specific contract.

II.13.2 Suspension by the contracting authority

The contracting authority may suspend the performance of the FWC or order form or specific contract or any part thereof:

(a) if the FWC or order form or specific contract award procedure or the performance of the FWC prove to have been subject to substantial errors, irregularities or fraud;

(b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.

Suspension shall take effect on the day the contractor receives formal notification, or at a later date where the notification so provides. The contracting authority shall as soon as possible give notice to the contractor to resume the service suspended or inform the contractor that it is proceeding with termination of the FWC or order form or specific contract. The contractor shall not be entitled to claim compensation on account of suspension of the FWC or order form or specific contract or of part thereof.

ARTICLE II. 14 – TERMINATION OF THE FWC

II.14.1 Grounds for termination

The contracting authority may terminate the FWC, an order form or a specific contract respectively in the following circumstances:

(a) if a change to the contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the FWC or order form or specific contract substantially or call into question the decision to award the FWC;

(b) if execution of the tasks under a pending order form or a specific contract has not actually commenced within 15 days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the contracting authority, taking into account article II.8.2;

(c) if the contractor does not perform the FWC or an order form or specific contract as established in the tender specifications or request for service or fails to fulfil another substantial contractual obligation; termination of three of more order forms or specific contracts on this ground shall constitute ground for termination of the FWC;

(d) in the event of force majeure notified in accordance with article II.11 or if the performance of the FWC or order form or specific contract has been suspended by the contractor as a result of force majeure, notified in accordance with article II.13, where either resuming performance is impossible or the modifications to the FWC or order form or specific contract might call into question the decision awarding the FWC or order form or specific contract, or result in unequal treatment of tenderers or contractors;

(e) if the contractor is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(f) if the contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;

(g) if the contractor is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the

legal provisions of the country in which it is established or with those of the country of the applicable law of this FWC or those of the country where the FWC is to be performed;

(h) if the contracting authority has evidence that the contractor or any natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;

(i) if the contracting authority has evidence that the contractor or any natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the FWC, including in the event of submission of false information;

(j) if the contractor is unable, through its own fault, to obtain any permit or licence required for performance of the FWC or order form or specific contract;

(k) if the needs of the contracting authority change and it no longer requires new services under the FWC;

(l) when due to the termination of the FWC with one or more of the contractors there is no minimum required competition within the multiple framework contract with reopening of competition.

II.14.2 Procedure for termination

When the contracting authority intends to terminate the FWC or order form or specific contract it shall formally notify the contractor of its intention specifying the grounds thereof. The contracting authority shall invite the contractor to make any observations and, in the case of point (c) of Article II.14.1, to inform the contracting authority about the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification.

If the contracting authority does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any case of termination the contracting authority shall formally notify the contractor about its decision to terminate the FWC or order form or specific contract. In the cases referred to in points (a), (b), (c), (e), (g), (j), (k) and (l) of Article II.14.1 the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), and (i) of Article II.14.1 the termination shall take effect on the day following the date on which notification of termination is received by the contractor.

II.14.3 Effects of termination

In the event of termination, the contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The contractor shall have 60 days from the date of termination to draw up the documents required by the special conditions or order forms or specific contracts for the tasks already executed on the date of termination and produce an invoice if necessary. The contracting authority may recover any amounts paid under the FWC.

The contracting authority may claim compensation for any damage suffered in the event of termination.

On termination the contracting authority may engage any other contractor to execute or complete the services. The contracting authority shall be entitled to claim from the contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the FWC.

ARTICLE II. 15 – REPORTING AND PAYMENTS

II.15.1 Date of payment

Payments shall be deemed to be effected on the date when they are debited to the contracting authority's account.

II.15.2 Currency

The FWC shall be in euros.

Payments shall be executed in euros or in the local currency as provided for in Article I.5.

Conversion between the euro and another currency shall be made according to the daily euro exchange rate published in the *Official Journal of the European Union* or, failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day on which the payment order is issued by the contracting authority.

II.15.3 Costs of transfer

The costs of the transfer shall be borne in the following way:

(a) costs of dispatch charged by the bank of the contracting authority shall be borne by the contracting authority,

(b) cost of receipt charged by the bank of the contractor shall be borne by the contractor,

(c) costs for repeated transfer caused by one of the parties shall be borne by the party causing repetition of the transfer.

II.15.4 Invoices and Value Added Tax

Invoices shall contain the contractor's identification, the amount, the currency and the date, as well as the FWC reference and reference to the order form or specific contract.

Invoices shall indicate the place of taxation of the contractor for value added tax (VAT) purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

The contracting authority is, as a rule, exempt from all taxes and duties, including VAT, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

The contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the FWC are exempt from taxes and duties, including VAT exemption.

II.15.5 Pre-financing and performance guarantees

Pre-financing guarantees shall remain in force until the pre-financing is cleared against interim payments or payment of the balance and, in case the latter takes the form of a debit note, three months after the debit note is notified to the contractor. The contracting authority shall release the guarantee within the following month.

Performance guarantees shall cover performance of the service in accordance with the terms set out in the request for services until its final acceptance by the contracting authority. The amount of the performance guarantee shall not exceed the total price of the order form or specific contract. The guarantee shall provide that it remains in force until final acceptance. The contracting authority shall release the guarantee within a month following the date of final acceptance.

Where, in accordance with Article I.4, a financial guarantee is required for the payment of pre-financing, or as performance guarantee, it shall fulfil the following conditions:

(a) the financial guarantee is provided by a bank or an approved financial institution or, at the request of the contractor and agreement by the contracting authority, by a third party;

(b) the guarantor stands as first-call guarantor and does not require the contracting authority to have recourse against the principal debtor (the contractor).

The cost of providing such guarantee shall be borne by the contractor.

II.15.6 Interim payments and payment of the balance

The contractor shall submit an invoice for interim payment upon delivery of intermediary results, accompanied by a progress report or any other documents, as provided for in Article I.4 or in the tender specifications or in the order form or specific contract.

The contractor shall submit an invoice for payment of the balance within 60 days following the end of the period referred to in Article III.2.2 or in the order form, accompanied by a final progress report or any other documents provided for in Article I.4 or in the tender specifications or in the order form or specific contract.

Upon receipt, the contracting authority shall pay the amount due as interim or final payment, within the periods specified in Article I.4, provided the invoice and documents have been approved and without prejudice to Article II.15.7. Approval of the invoice and documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of recovery.

II.15.7 Suspension of the time allowed for payment

The contracting authority may suspend the payment periods specified in Article I.4 at any time by notifying the contractor that its invoice cannot be processed, either because it does not comply with the provisions of the FWC, or because the appropriate documents have not been produced.

The contracting authority shall inform the contractor in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by the contracting authority. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the contractor may request the contracting authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, the

contracting authority reserves the right to terminate the order form or specific contract in accordance with Article II.14.1(c).

II.15.8 Interest on late payment

On expiry of the payment periods specified in Article I.4, and without prejudice to Article II.15.7, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate) plus eight points. The reference rate shall be the rate in force on the first day of the month in which the payment period ends, as published in the C series of the *Official Journal of the European Union*.

The suspension of the payment period in accordance with Article II.15.7 may not be considered as a late payment.

Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date of actual payment as defined in Article II.15.1.

However, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the contractor only upon request submitted within two months of receiving late payment.

ARTICLE II. 16 - REIMBURSEMENTS

II.16.1 Where provided by the special conditions or by the tender specifications, the contracting authority shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets, or failing that, on production of copies or scanned originals, or on the basis of flat rates.

II.16.2 Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

II.16.3 Travel expenses shall be reimbursed as follows:

(a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;

(b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;

(c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;

In addition, travel outside Union territory shall be reimbursed provided the contracting authority has given its prior written consent.

II.16.4 Subsistence expenses shall be reimbursed on the basis of a daily subsistence allowance as follows:

(a) for journeys of less than 200 km for a return trip, no subsistence allowance shall be payable;

(b) daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the destination;

(c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including meals, local transport which includes transport to and from the airport or station, insurance and sundries;

(d) daily subsistence allowance shall be reimbursed at the flat rates specified in Article I.3;

(e) accommodation shall be reimbursed on receipt of supporting documents proving the necessary overnight stay at the destination, up to the flat-rate ceilings specified in Article I.3.

II.16.5 The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the contracting authority has given prior written authorisation.

II.16.6. Conversion between the euro and another currency shall be made as specified in Article II.15.2.

ARTICLE II. 17 – RECOVERY

II.17.1 If an amount is to be recovered under the terms of the FWC, the contractor shall repay the contracting authority the amount in question according to the terms and by the date specified in the debit note.

II.17.2 If the obligation to pay the amount due is not honoured by the date set by the contracting authority in the debit note, the amount due shall bear interest at the rate indicated in Article II.15.8. Interest on late payments shall cover the period from the day following the due date for payment up to and including the date when the contracting authority receives the full amount owed.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.

II.17.3 If payment has not been made by the due date, the contracting authority may, after informing the contractor in writing, recover the amounts due by offsetting them against any amounts owed to the contractor by the Union or by the European Atomic Energy Community or by calling in the financial guarantee, where provided for in Article I.4 or in the specific contract.

ARTICLE II. 18 – CHECKS AND AUDITS

II.18.1 The contracting authority and the European Anti-Fraud Office may check or have an audit on the performance of the FWC. It may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks and audits may be initiated during the performance of the FWC and during a period of five years which starts running from the date of expiry of the FWC.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the contracting authority. Audits shall be carried out on a confidential basis.

II.18.2 The contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law

and under the conditions laid down therein, for a period of five years which starts running from the date of expiry of the FWC.

II.18.3 The contractor shall allow the contracting authority's staff and outside personnel authorised by the contracting authority the appropriate right of access to sites and premises where the FWC is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.

II.18.4 On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the contractor, which shall have 30 days following the date of receipt to submit observations. The final report shall be sent to the contractor within 60 days following the expiry of that deadline.

On the basis of the final audit findings, the contracting authority may recover all or part of the payments made and may take any other measures which it considers necessary.

II.18.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigation conducted by the European Anti-Fraud Office (OLAF), the OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the contracting authority.

II.18.6 The Court of Auditors shall have the same rights as the contracting authority, notably right of access, for the purpose of checks and audits.

EUROPEAN COMMISSION

FRAMEWORK CONTRACT
ORDER FORM

DG and unit:	Order number:	(Name and address of contractor)
	Currency of payment: EUR	
Tel.:	Offer (date and reference):	
E-mail:		

This order is governed by the provisions of Framework Contract No. _____
in force from _____ to _____

LISTING OF THE SUPPLIES / SERVICES and code	UNIT	QUANTITY	PRICE in €	
			UNIT PRICE	TOTAL
-				
-				

Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Commission is exempt from all taxes and dues, including value added tax, on payments due in respect of this contract. For intra-community purchases, the mention "VAT Exemption / European Union / Article 151 of Council Directive 2006/112/EC" should be added on the invoice. [Where the goods and services are subject to VAT in Luxembourg, please mention on every invoice: "Commande destinée à l'usage officiel de l'Union européenne. Exonération de la TVA article 43 § 1 k 2ième tiret de la loi modifiée du 12.02.79." In case of intra-Community purchases, please mention "For the official use of the European Union. VAT Exemption / European Union/ Article 151 of Council Directive 2006/112/EC."]	Packaging Insurance Transport Assembly VAT **TOTAL :**
Place of delivery or performance and/or Incoterm: Final date of delivery or performance: Terms of payment: Guarantee:	**Contractor's signature** Name: Position: Date:

Date of issue:
Signature [name and position] [and for Belgium, Commission stamp]:
[For Belgium, numéro de dossier auprès du Protocole du SPF Affaires Etrangères]
The invoice shall be paid only if the contractor has returned the signed order form.