

DRAFT

SPECIFIC CONTRACT No.

implementing Framework Contract F/SE/10/04

Provision of Interim Staff Services

The European Union Agency for Fundamental Rights (hereinafter referred to as "the Contracting Authority"), and with its seat at Schwarzenbergplatz 11, Vienna, Austria, which is represented for the purposes of the signature of this Specific Contract by [Name], [Function],

of the one part, and

Contractor's Official Name

Contractor's Legal Form

Contractor's Registration Number

Contractor's Address

Contractor's Registration Number

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this Specific Contract by [Name], [Function],

of the other part,

HAVE AGREED

the following as regards the implementation of Framework Contract No F/SE/10/04 signed by the Contracting Authority and the Contractor on [date] [as amended], for the provision of Interim Staff Services:

1. PREAMBLE

1.1 This Specific Contract is based on the Contractor's bid dated [date]. Once signed by the parties, the Specific Contract shall be governed by the Framework Contract. This Specific Contract does not amend the provisions of the aforementioned Framework Contract.

2. SUBJECT

The subject of this specific contract is the provision of Interim Staff Services for the period of [date/period].

2.1 The Contractor undertakes, on the terms set out in the Framework Contract and in this Specific Contract and its annex(es), which form an integral part of it, to perform the tasks specified in Annex I.

3 DURATION AND LOCATION

3.1 This Specific Contract shall enter into force at the earliest on the date it is signed by the last contracting party. The execution of the tasks shall end at the latest on [date].

3.2 The tasks shall be performed over a period of [] months (starting as from [date]) as specified in Annex I. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses by means of an amendment to this specific contract.

3.3 If the number of days agreed has not been fully taken up, the Contracting Authority 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.

3.4 The tasks shall be performed on the premises of the Contracting Authority.

4 PERFORMANCE

Every day the service provider shall - according to procedures laid down by the competent technical person in the Contracting Authority as specified in the Specific Contract - notify the Contracting Authority of the time spent working under the Specific Contract. At the end of the performance period as specified under Article 3, the service provider shall complete and sign the Attendance sheet contained in Annex II and send it to the competent technical person in the Contracting Authority for verification.

5 PRICES AND PAYMENTS

5.1 The Contracting Authority undertakes to pay the Contractor, in consideration for the services rendered under the Specific Contract,

- a maximum amount of **EUR [xxxxxxx]** of actual services rendered, for the period of [dates/period]. The job profiles and quotation for each job profile in part are presented in Annex IV.

This amount shall cover all expenditure incurred by the Contractor in performing this Specific Contract.

5.2 In conformity with Article 2.5 of the General conditions, the invoicing procedures for the services, once accepted by the Contracting Authority, are as follows:

- at the end of the performance period as specified under Article 3, on the basis of Attendance sheets signed by both the Contracting Authority and the Contractor using the form in Annex II. The Attendance sheets must be attached to the invoice.

Payments shall be made to account **No [xxxxxxx]**, Sort code: xxxxx held with [Name of the bank] on production of the invoice showing separately the amount of the fees and the VAT applied and within no more than thirty (30) calendar days from the date the invoice is received by the Unit indicated in article 5.3 below. Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT from those amounts including VAT. The payment shall be deemed to have been effected on the day the Contracting Authority's financial account is debited.

5.3 The address for invoices is:

European Union Agency for Fundamental Rights
to the attention of Administration Department
Schwarzenbergplatz 11,
1040 WIEN
Austria

6 SUB-CONTRACTING

"Not applicable"

7 GUARANTEES

"Not applicable"

8 ADMINISTRATIVE PROVISIONS

The persons responsible for implementing this Specific Contract are:

For the Contracting Authority:

Administrative matters: xxxxxxx; Tel.: xxxxx

Technical matters: xxxxxxx; Tel.: xxxxx

For the Contractor:

Administrative and technical matters: [Name; Tel.: xxx]

All communication relating to the implementation of this Specific Contract must be in the form of written correspondence and be sent to the appropriate responsible persons.

9 ANNEXE[S]

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

Annex I: Technical Annex

Annex II: Attendance sheet

Annex III: Europass Curriculum Vitae (template)

Annex IV: Table containing job profiles and quotation for each job profile in part

SIGNATURES

For the Contractor,

[Name]

[Function]

signature: _____

For the Contracting Authority,

[Name]

[Function]

signature: _____

Done at Vienna, _____; In duplicate in English.