

DRAFT SPECIFIC CONTRACT No [SC ID]

implementing Framework Contract No F-SE-12-T05

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 [forename, *surname*, *function*]

of the one part,

and

[*official name in full*]

[*official legal form*]

[*statutory registration number*]

[*official address in full*]

[*VAT registration number*]

(hereinafter referred to as 'the Contractor'), represented for the purposes of the signature of this Specific Contract by [forename, *surname*]

of the other part,

HAVE AGREED

for the implementation of Framework Contract F-SE-12-T05-[lot ID] signed by the Contracting Authority and the Contractor on [*signature date*] for the provision of services as follows:

1. PREAMBLE

1.1 This Specific Contract is based on the Contractor's bid dated [*bid 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

2.1 The subject of this Specific Contract is [*subject*].

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

3 DURATION

3.1 This Specific Contract shall enter into force at the earliest on the date on which it is signed by the last contracting party.

3.2 The period for the delivery of the services mentioned in Annex I shall be of [**to be completed**] months, starting from the date of entry into force of this Specific Contract.

3.3 The period for the delivery of the services may be extended only with the express written agreement of the parties before such period elapses.

4 PERFORMANCE AND LOCATION

4.1 The tasks performed by the Contractor under this Specific Contract shall result in 'deliverables', defined according to the provisions of Annex I.

Signature by the Contracting Authority of the Task Acceptance Form attached in Annex III shall provide evidence of the work performed.

4.2 The tasks shall be performed at [**to be completed**].

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 fixed price of [**to be completed**]. It is understood that this amount shall cover all expenditure incurred by the Contractor in performing this Specific Contract

The total amount to be paid by the Contracting Authority under this Specific Contract shall be covering all tasks executed. This amount shall cover all expenditure incurred by the Contractor in performing this Specific Contract.



5.2 In conformity with Articles 1.5 of the Special Conditions and 2.5 of the General Conditions of the Framework Contract, the invoicing procedures for the services, once accepted by the Contracting Authority, are as follows:

- 100 % on completion of the work, based on receipt advice slips accepted and signed by the Contracting Authority in accordance with the form in Annex II (to be attached to the invoice).

5.3 Payments shall be made to account No [account nr] 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) days from the date the invoice is received by the Department indicated in article 5.4 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.

5.4 The address for invoices is:

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

6 SUB-CONTRACTING

In conformity with Article 2.14 of the General Conditions, the Contractor has been permitted to subcontract.

Tasks stated in Annex I may be performed by the subcontractor [Name and address of subcontractor], entirely at the risk of the Contractor.

Without prejudice to the Contracting Authority's other rights under Article 2.16 of the General Conditions, if the Contractor fails to meet his obligations, the Specific Contract with the Contracting Authority may be terminated in accordance with Article 2.16 (f) of the General Conditions. This clause applies throughout the term of the Specific Contract

OR

Not applicable

7 GUARANTEES

Not applicable

8 ADMINISTRATIVE PROVISIONS



The persons responsible for implementing this Specific Contract are:

For the Contracting Authority:

Administrative matters: *[name and telephone number]*

Technical matters: *[name and telephone number]*

For the Contractor:

Administrative matters: *[name and telephone number]*

Technical matters: *[name and telephone number]*

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/Description of tasks

Annex II: Contractor's Quotation

Annex III: Fixed Price Certificate of Conformity/Task Acceptance Form

SIGNATURES

For the Contractor,

[name]

[function]

signature[s]: _____

Done at _____ Date: _____

For the Contracting Authority,

[name]

[function]

signature[s]: _____

Done at Vienna Date: _____

In duplicate in English.



ANNEX I

Technical Annex/Description of the Tasks



ANNEX II

Contractor's Quotation



ANNEX III

Certificate of Conformity/Task Acceptance Form



ANNEX III –CERTIFICATE OF CONFORMITY/TASK ACCEPTANCE FORM
FOR SPECIFIC CONTRACT No [SC ID]
UNDER FRAMEWORK CONTRACT No F-SE-12-T05

One original - duly signed - to be attached to the invoice.

Deliverable:

SIGNING FOR WORK

To be filled in by the Contractor and the FRA:

| | Contractor | FRA |
|--|-------------------|------------|
| Date of delivery/signing: | | |
| Person responsible for checking compliance with the contract: | | |
| Comments: | | |
| Date and signature: | | |

ACCEPTANCE OF WORK

To be filled in by the FRA:

| | |
|--|--|
| Person responsible for accepting the work: | |
| Date and signature denoting final acceptance and invoicing: | |

