

Draft

SPECIFIC CONTRACT No _____

implementing Framework Contract No F/SE/10/03-T02 – Lot

The European Union Agency for Fundamental Rights (hereinafter referred to as "the Contracting Authority"), and with its seat at Schwarzenbergplatz 11, 1040 Vienna, Austria, which is represented for the purposes of the signature of this Specific Contract by (name/function)

of the one part,

and

«Official_name»

«Legal_form»

«Registration_number»

«Address»

«VAT_registration_number»

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this Specific Contract by [«Title» «Full_name»],

of the other part,

HAVE AGREED

the following as regards the implementation of Framework Contract No F/SE/10/03-T02ned by the Contracting Authority and the Contractor on [complete date] [last amended by amendment No XX, signed on XX/XX/XXXX] for the provision of IT services:

1. PREAMBLE

1.1 This Specific Contract is based on the Contractor's bid dated XX/XX/XXXX (reference XXXXX). 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 [short description of subject].

Or

This Specific Contract relates to lot [complete] of the Framework Contract.

- 2.2 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 enter into force at the earliest on the date it is signed. [for a duration of XX months] or [and shall end at the latest on XX/XX/XXXX].

Or

(if this is an extended Specific Contract).

The Specific Contract shall enter into force at the earliest on the date it is signed and not before the end of Specific Contract No XX. The execution of the tasks shall be completed at the latest on XX/XX/XXXX.

- 3.2 The tasks shall be performed 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 Contractor] [the contracting Authority].

4 PERFORMANCE

The tasks to be performed by the Contractor under this Specific Contract are described in detail in Annex I. These tasks shall be executed on the basis of 'quotations' or 'sub-tasks' drawn up using the form in Annex II.

Within XX working days from the date on which the Contracting Authority sends the request by means of the form attached in Annex II, the Contractor shall return it to the Contracting Authority duly completed. If the Contractor fails to meet the above-mentioned deadline, liquidated damages according to Article 2.17 of the General Conditions shall apply.

The time estimated for the execution of the relevant 'sub-task' shall be approved by the Contracting Authority within a maximum of XX working days from the date on which the Contracting Authority received the estimate. If no approval has been sent by the end of the above-mentioned period, the Contracting Authority shall be deemed not to have approved that estimate.

Signature by the Contracting Authority of the certificate of conformity attached in Annex III provides evidence of the work performed.

5 **PRICES AND PAYMENTS**

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

- An amount of EUR XXXXX per day of actual services rendered, for a total of XX days, i.e. a total of EUR XXXXXX.

Profile of service provider:.....

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

5.3 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:

Specify one of the two possibilities:

Where this is an initial Specific Contract:

Amounts in the Specific Contract over EUR 25 000:

at the end of each calendar quarter, on the basis of the task acceptance forms completed and signed by both the Contracting Authority and the Contractor using the form in Annex II and III . Duly completed Forms in Annex II and III must be attached to the invoice.

Where this is an extended Specific Contract, or for amounts in the Specific

Contract below EUR 25 000:

once the work has been completed, on the basis of quotation forms duly completed and signed by both the Contracting Authority and the Contractor using the form in Annex II and III. Duly completed Forms in Annex II and III must be attached to the invoice.

5.4 Payments shall be made to account No XXXXXX held with XXXXXX 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 5.4 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.

5.5 The address for invoices is:

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

Austria

6 SUB-CONTRACTING

(Verify whether it is applicable or not.

If not: specify "Not applicable")

Or

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.

7 GUARANTEES

(Verify whether a guarantee is applicable.

If not: specify "Not applicable")

8 ADMINISTRATIVE PROVISIONS

The persons responsible for implementing this Specific Contract are:

For the Contracting Authority:

Administrative matters: XXXXXXXX XXXXXX; Tel.:.....

Technical matters: XXXXXXXX XXXXXXXX; Tel.:.....

For the Contractor:

Administrative and technical matters: XXXXXX XXXXXXXX; Tel.:.....

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: Quotation Form

Annex III: Certificate of Conformity

Annex IV: Specific Contract performance guarantee (for specific contracts with value \geq €200,000.00)

SIGNATURES

For the Contractor,

For the Contracting Authority,

[Company
name/forename/surname/function]

(name/function)

signature[s]: _____

signature[s]: _____

Done at Vienna, on [date] In duplicate in English.

ANNEX I

TECHNICAL ANNEX / DESCRIPTION OF TASKS

WORKING METHOD: QUOTED TIME & MEANS

The work covered by the present Specific Agreement is divided into various sub-tasks (milestones) according to the detailed description provided in point 2 below.

1. CONTEXT/INTRODUCTION AND OBJECTIVES

2. DESCRIPTION OF TASKS

Task No:

(a) Sub-task (milestone) No:

3. WORK ENVIRONMENT/CONDITIONS

4. DESCRIPTION OF THE METHOD FOR ACCEPTING EACH SUB-TASK/WORKING DAYS ESTIMATE

The Contractor will send the Contracting Authority an estimate of the number of days needed to perform the task and the expected period of time needed for the completion of the task. Once the estimate has been accepted by the Contracting Authority, only the number of days indicated in the estimate will be chargeable (see Annex II). The invoicing, approved by the Contracting Authority, will be carried out on the basis of each "sub-task" (milestones) accepted and signed for by the Contracting Authority using the form in Annex III and in accordance with Article 5.2.

5. ACCEPTANCE OF THE WORK

See Annex III – Certificate of Conformity (to be submitted together with the invoice).

ANNEX II
QUOTED TIMES AND MEANS FORM
FOR SPECIFIC CONTRACT No _____
UNDER FRAMEWORK CONTRACT No F/SE/10/03-T02
Task (and Sub-Task) Number _____

Original document – duly signed – to be attached to the invoice

REQUEST AND DESCRIPTION OF WORK

To be filled in by the Contracting Authority:

Title:
Date of request:
Responsible person at Contracting Authority:
Description of work:
Expected results:

WORKING DAYS ESTIMATE

To be filled in by the Contractor:

PROFILE	PRICE/DAY	NUMBER OF DAYS	LAST POSSIBLE DATE FOR EXECUTION	TOTAL PRICE
Planned starting date of work:				
Planned delivery date for work				
Date and Contractor's signature:				

To be filled in by the Contracting Authority:

Date and signature denoting final acceptance:	
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ANNEX III

"QUOTED TIME & MEANS" CERTIFICATE OF CONFORMITY

FOR SPECIFIC AGREEMENT No _____

UNDER FRAMEWORK CONTRACT No F/SE/10/03-T02

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

RECEIPT OF WORK

To be filled by the Contractor and the Contracting Authority

	Contractor	Contracting Authority
Date of delivery/signing:		
Person responsible for checking (in block capitals):		
Comments:		
Date and signature:		

ACCEPTANCE AND VALIDATION OF WORK

To be filled by the Contracting Authority.

Official responsible for acceptance (in block capitals)*:		
Date and signature:		
Official responsible for the final validation (in block capitals)**:		
Date and signature:		

* The Contracting Authority's responsible in charge of the reception of the work is obliged to act as Operational Initiating Agent for his Department.

** The Contracting Authority's responsible in charge of the reception of the final validation of the work is obliged to act as Operational Verifying Agent for his Department.