

SPECIFIC CONTRACT

No [complete]

implementing framework contract No [complete] [FWC title]

Lot [LOT number] - [LOT title][Financed by Commission financing decision n° [insert number(s) of the Commission Financing Decision(s) e.g. COM 2018/476]

[GLOBAL PRICE]/ [FEE-BASED]

1. [For direct management: The European Union ('the Union'), represented by the European Commission, [Directorate-General] [on behalf of and for the account of [name of the partner country]] [For indirect management: [Name and address of the contracting authority]

('the contracting authority')

represented for the purposes of the signature of this Specific Contract by the authorised representative indicated in the respective field under "SIGNATURES" below and

2. [Contractor's full official name]

Legal form: [Contractor's official legal form]

Registration number: [Contractor's statutory registration number or ID or passport number]

Official address: [Contractor's full official address]

VAT: [OPTION for contractors with VAT: VAT registration number]

[OPTION for joint tenders: appointed as leader of the group by the members of the group that submitted the joint tender]

[repeat these data as many times as there are contractors in case of joint tender and continue numbering]

([OPTION for joint tenders: collectively] "the contractor"),

represented for the purposes of signing this specific contract by the authorised representative indicated in the respective field under "SIGNATURES" below

HAVE AGREED

ARTICLE 1 SUBJECT MATTER

- 1.1** This specific contract implements framework contract (FWC) No [FWC number] [FWC user reference], signed by the parties on [FWC entry into force date].

The title of this specific contract is: “[insert title of the contract”.

The specific contract is established following the contracting authority’s request for specific contracts [request number] of [request date] and the contractor’s [specific tender][documents] submitted on [date].

- 1.2** In accordance with the provisions set out in the FWC and in this specific contract and their annexes, which form an integral part of it, the contractor must provide the services specified in Annex I.

ARTICLE 2 ENTRY INTO FORCE, DURATION AND PLACE OF PERFORMANCE

- 2.1** This Specific Contract enters into force on the date on which the last party signs it.
- 2.2** The provision of the services starts [on the date the specific contract enters into force] [on the later between the following two dates: the date it is signed by the last contracting party, and DD-MM-YY] [on the date notified by the Contracting Authority with at least 7 days notice and in any case no sooner than the date of entry into force and no later than 3 months after the signature of the specific contract].
- 2.3** The [maximum] period of provision of the services [must not exceed [number] [days/months/years]] [must end on or before DD-MM-YY]. This period may be extended only with the express written agreement of the parties before the expiration of such period, in accordance with the provisions of the FWC.
- 2.4** The tasks shall be performed as specified in the Request for specific contract/[Contractor’s specific tender] (including the place of performance).

ARTICLE 3 PRICE AND VAT PROVISIONS

- 3.1** The [maximum] amount covering all purchases under this specific contract [, including reimbursement/payment of expenses as specified in the Request for specific contract,] is EUR [amount in figures and in words].]

3.2 [*Option: no reimbursement/payment of expenses*: Reimbursement/payment of expenses is not applicable to this specific contract.]

[*Option: reimbursement/payment of expenses is applicable*: Within the maximum amount of this specific contract the total value of expenses may not exceed EUR [amount in figures and in words]. The expenses must be reimbursed/paid in accordance with the FWC].

ARTICLE 4 INVOICES AND PAYMENTS

4.1 Payment arrangements provisions are set out in the framework contract /request for specific contracts.

[*OPTION if pre-financing applicable*: A first pre-financing payment of EUR [amount in figures and in words)] shall be made, subject to the provisions of the Framework contract]

[*OPTION if applicable, add*: and to the receipt, by the contracting authority, of a financial guarantee covering the full amount of the pre-financing payment, in accordance with the provisions of the Framework contract.]]

4.2 The contractor should send the invoice(s) for the interim payments and/or the payment of the balance [in paper format at the following address] [via email at the following email address] [via the electronic exchange system].

ARTICLE 5 COMMUNICATION DETAILS

5.1 Any communication related to the implementation of this specific contract shall be made through the electronic exchange system, accessed via the following URL:

<https://ec.europa.eu/info/funding-tenders/opportunities/portal/>

For the purpose of this specific contract, paper or email communications (if exceptionally allowed) must be sent to the following addresses:

Contracting authority:

[[*in case of direct management*: European Commission]

[Directorate-General [complete]]

[Directorate [complete]]

[Unit *[complete]*]

[*Postcode and city*]

E-mail: [functional mailbox]

[in case of indirect management: Contracting Authority

[Full name]

[Full official address]

[E-mail: *[complete]*]

Contractor (or leader in the case of a joint tender):

[*Full name*]

[*Function*]

[*Company name*]

[*Full official address*]

E-mail: [*complete*]

]

ARTICLE 6 PREFINANCING GUARANTEE

6.1 [Prefinancing guarantee is not applicable to this specific contract.]

[This contract is subject to a prefinancing guarantee . The contractor (or leader in the case of a joint tender) must provide a prefinancing guarantee in the form of a financial guarantee for EUR [*amount in figures and in words*] in accordance with the conditions laid down in Article II.21.5 which lays down also the conditions for the release of the prefinancing guarantee by the contracting authority.]

ARTICLE 9 PROCESSING OF PERSONAL DATA

9.1 For personal data contained in this specific contract or required for its management, the data controller is the [European Commission][specify the controller if the specific

contract is signed by another EUI] and can be contacted using the communication details mentioned under Article 5above.

ARTICLE 10 LANGUAGE OF THE CONTRACT

10.1 The language of the specific contract, as well as the working and reporting language and the language for all written communications with the contracting authority and/or the project manager under this specific contract shall be [indicate the EU language].

Annexes

Annex I: Request for specific contract

Annex II: [Contractor's specific tender] [Contractor's documents submitted (if applicable)] of [insert date]

[Annex III: Declaration on the list of pre-existing rights and statements (if applicable)]

Signatures

For the contractor,

For the contracting authority,

[Company name/forename/surname/function]

[forename/surname/function]

signature:

Done on [date]

signature:

Done on [date]

[For indirect management with ex-ante controls if the European Commission makes payments under the contract:

Endorsed for financing by the European Union

Name: [insert]

Title: [insert]

Signature: [insert]

Date: [insert]