

**SPECIFIC CONTRACT N° [as specified under Specific Contract Number in the Data Appendix]  
implementing Framework Contract n° xxxx**

---  
**QUOTED TIME & MEANS  
EXTRA MUROS**

The [Contracting Authority/ name of JU] of the one part and the Contractor of the other part – [as specified under The Parties in the Data Appendix]

HAVE AGREED

the following as regards the implementation of Framework Contract n° xxxx signed by the Contracting Authority and the Contractor on [as specified under Framework Contract Signature Date in the Data Appendix].

**Article 1. PREAMBLE**

1.1 This Specific Contract is based on the Contractor's formal offer under Request n° [as specified under Request Number in the Data Appendix] – Annex II to this Specific Contract. 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 Framework Contract.

The terms of this Contract Body, the Data Appendix and the Technical Annex (Annex I) shall take precedence over the terms of the formal offer (Annex II).

**Article 2. SUBJECT MATTER**

2.1 The subject matter of this Specific Contract is [as specified under Subject in the Data Appendix].

2.2 The Contractor undertakes, subject to 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 Annexes I and II.

**Article 3. DURATION AND LOCATION**

3.1. This Specific Contract shall enter into force [as specified under Start Date in the Data Appendix].

The execution of the tasks shall [as specified under End Date in the Data Appendix].

3.2. The tasks shall be performed as specified in Annexes I and II. The period of execution of the tasks may be extended only with the express written agreement of the parties by means of an amendment to this specific contract before such period elapses. In no case shall the tasks be executed later than six (6) months after expiry of the Framework Contract.

- 3.3 If the number of days agreed has not been fully taken up, the Commission 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 [**as specified under Place of Delivery in the Data Appendix**].

#### Article 4. PERFORMANCE

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

Within [**as specified under Number of Working Days to Submit a Quote in the Data Appendix**] working days from the date on which the Commission sends the request by means of the form attached in Annex III, 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 the relevant key performance indicators stipulated in the Service Level Agreement or, in absence thereof, by default, those laid down in Article II.14 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 [**as specified under Number of Working Days to Approve a Quote in the Data Appendix**] 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 IV provides evidence of the work performed.

#### Article 5. PRICES AND PAYMENTS

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

an amount of [**as specified under Daily Rate in the Data Appendix**] per day of actual services rendered, for [**as specified under Number of Days in the Data Appendix**] days for profile [**as specified under Profile in the Data Appendix**] i.e. a total of [**as specified under Amount for Profile in the Data Appendix**].

- 5.2 The total maximum amount to be paid by the Contracting Authority under this Specific Contract shall be [**as specified under Total Amount in the Data Appendix**] 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 III.1.5.4 of the General Terms and Conditions for Information Technologies Contracts, the invoicing procedures for the services, once accepted by the Contracting Authority, are as follows [**as specified under Invoicing Procedure in the Data Appendix**].
- 5.4. Payments shall be made to account n° [**as specified under Bank Account in the Data Appendix**] on production of the invoice showing separately the amount of the

fees and the VAT applied and within no more than 60 calendar days from the date the invoice is received by the Unit indicated in Article 5.5 below. Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and those including VAT. The payment shall be deemed to have been effected on the day the Commission's financial account is debited.

***For Contractors established in Belgium, the provisions of this contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in their invoice(s): "Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)" or an equivalent statement in the Dutch or German language.***

***For other countries***

***Pursuant to articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Commission is exempt from all taxes, duties and charges, in particular value added tax, on payments made under this order. The contractor receives and keeps in his records the form entitled "VAT and Excise Duty Exemption Certificate" duly completed and signed by the Commission. The invoice must contain the following statement: "VAT Exemption / International Body / Article 151 of Council Directive 2006/112/EC".***

5.5. The address for invoices is:

**[as specified under Invoicing information in the Data Appendix].**

**Article 6. SUBCONTRACTING**

**[as specified under Subcontracting in the Data Appendix].**

**Article 7. PERFORMANCE GUARANTEES**

**Not applicable.**

**Article 8. ADMINISTRATIVE PROVISIONS**

8.1. The persons responsible for implementing this Specific Contract are:

***For the Contracting Authority:* [as specified under Persons Responsible for the Customer in the Data Appendix].**

***For the Contractor:* [as specified under Persons Responsible for the Contractor in the Data Appendix].**

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

**Article 9. EXPLOITATION OF THE RESULTS**

9.1. In accordance with Art. I.13 of the Framework Contract.

## **Article 10.ADDITIONAL PROVISIONS**

**[as specified under Additional Provisions in the Data Appendix].**

## **Article 11.ANNEXES**

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

Annex I: Technical Annex. In case e-Request is used, Technical Annex is available in the e-Request application under Request n° **[as specified under Request Number in the Data Appendix]**.

Annex II: Contractor's formal offer. In case e-Request is used, Contractor's formal offer is available in the e-Request application under Request n° **[as specified under Request Number in the Data Appendix]**.

Annex III: "Quoted Time & Means" Form

Annex IV: "Quoted Time & Means" Certificate of Conformity / Dispatch advice (Service Receipt)

**ANNEX III**

**"QUOTED TIME & MEANS" FORM**

**FOR SPECIFIC CONTRACT N° xx UNDER FRAMEWORK CONTRACT N° xxxx**

**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:                            |

**QUOTATION FOR WORKING DAYS ESTIMATE**

*To be filled in by the Contractor.*

| <b>PROFILE</b>                   | <b>PRICE/DAY</b> | <b>NUMBER OF DAYS</b> | <b>LAST POSSIBLE DATE FOR EXECUTION</b> | <b>TOTAL PRICE</b> |
|----------------------------------|------------------|-----------------------|---|--------------------|
|                                  |                  |                       |   |                    |
| 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 Contracting Authority's agreement: |  |
|--|--|

ANNEX IV

"QUOTED TIME & MEANS" CERTIFICATE OF CONFORMITY / Dispatch advice (Service Receipt)

FOR SPECIFIC CONTRACT N° xx UNDER FRAMEWORK CONTRACT N° xxxx

Task ( and Sub-task) Number .....

|  |
|--|
| <i>Original document - duly signed - to be attached to the invoice</i> |
| <i>Invoicing period: from __/__/____ till __/__/____</i>               |

**RECEIPT OF WORK**

*To be filled in by the Contractor and the Contracting Authority.*

|   | <b>Contractor</b> | <b>Commission</b> |
|---|-------------------|-------------------|
| Date of <b>last</b> delivery <b>of invoicing period</b> |                   |                   |
| Person responsible for checking<br>(in block capitals)  |                   |                   |
| Comments  |                   |                   |
| Date and signature                                      |                   |                   |

**ACCEPTANCE AND VALIDATION OF WORK**

*To be filled in by the Contracting Authority.*

|  |  |
|--|--|
| <b>Official responsible for acceptance<br/>(in block capitals) : OIA (*)</b>       |  |
| <b>Date and signature</b>  |  |
| <b>Official responsible for final validation<br/>(in block capitals) : OVA (*)</b> |  |
| <b>Date and signature</b>  |  |

(\*)

**OIA** : The Contracting Authority's responsible in charge of the reception of the work is obliged to act as **OIA** (Operational initiating agent) for his JU.

**OVA** : The Contracting Authority's responsible in charge of the final validation of the work is obliged to act as **OVA** (Operational verifying agent) for his JU.