Data Appendix

In case of paper flow (non e-Ordering), this Data Appendix is valid when accompanied with the Contract Body duly initialed by the parties and referring to the same Specific Contract Number and Framework Contract Number

Contract Type: Fixed Price

Specific Contract Number:

Framework Contract Number:

The Parties

XXX JU

The xxx JU, represented for the purposes of the signature of this contract by Mr/Mrs XXXXXXXXXXXXXXXX , Job Title,

The Contractor

[NAME ADRESS VAT N°]

which together form XXX CONSORTIUM, represented by Mr/Ms XXXXXXXXXXXXX - Job Title XXX -&- Mr/Ms XXXXXXXXXXXXXXX - Job Title XXX

the contractor identified above shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract

Framework Contract Signature Date: DD/MM/YYYY

Request Number: TEST II-XXXXXXXXXXXXXXXX dated DD/MM/YYYY

Subject: XXXXXXXXXXXXXXXX

Start Date: [OPTION 1]

on the date it is signed by the last contracting party.

[OPTION 2]

on the later between the following two dates: the date it is signed by the last contracting party and the date following the end of Specific

Contract n° yyyyyyy.

[OPTION 3]

on the later between the following two dates: the date it is signed by the last contracting party and dd/mm/yyyy.

[OPTION 4]

on the latest among the following three dates: the date it is signed by the last contracting party, dd/mm/yyyy and the date following the end of Specific Contract n° yyyyyyy.

End Date:

[OPTION 1]

be completed at the latest on dd/mm/yyyy.

[OPTION 2]

end on dd/mm/yyyy.

[OPTION 3]

last for a duration of XX months.

Place of Delivery: [OPTION 1]

on the premises of the Contractor in

[OPTION 2]

on the premises of the $xxx\ JU$ in

[OPTION 3]

on the premises of both of the Contractor and the xxx JU in

Total Amount: XXXXX EUR

Invoicing Procedure

[OPTION 1a - WHEN THE SPECIFIC CONTRACT RELATES TO AN AMOUNT LESS THAN €25,000, NO LIST OF PRE-EXISTING RIGHTS REQUIRED]

- 100 % of the total price of the specific contract shall be invoiced when the service has been fully provided, based on receipt advice slips accepted and signed by the xx JU in accordance with the form in Annex III (to be attached to the invoice).

[OPTION 2a - FOR SERVICES CONSISTING IN A SINGLE PERFORMANCE WHEN THE SPECIFIC CONTRACT RELATES TO AN AMOUNT OF €25,000 OR MORE, NO LIST OF PRE-EXISTING RIGHTS REQUIRED]

-Maximum of 30 % of the total price of the specific contract shall be invoiced on receipt of first deliverable, based on receipt advice slips accepted and signed by the xxx

Data Appendix

JU in accordance with the form in Annex III (to be attached to the invoice).

The remaining amount shall be invoiced on completion of the work, based on receipt advice slips accepted and signed by the xxx JU in accordance with the form in Annex III (to be attached to the invoice).

[OPTION 3a - FOR CONTINUOUS SERVICES (INCLUDING SERVICES PERFORMED IN PERIODIC INSTALLMENTS) WHEN THE SPECIFIC CONTRACT RELATES TO AN AMOUNT OF €25,000 OR MORE, NO LIST OF PRE-EXISTING RIGHTS REQUIRED]

- For the deliverables specified in the Annex I, invoices shall be submitted periodically - at the end of the calendar [quarter][month] based on receipt advice slips accepted and signed by the xxx JU in accordance with the form in Annex III (to be attached to the invoice).

[OPTION 1b - WHEN THE SPECIFIC CONTRACT RELATES TO AN AMOUNT LESS THAN €25,000, LIST OF PRE-EXISTING RIGHTS IS REQUIRED]

- 100 % of the total price of the specific contract shall be invoiced when the service has been fully provided, based on receipt advice slips accepted and signed by the xxx JU in accordance with the form in Annex III (to be attached to the invoice).

With the invoice, the Contractor shall provide the xxx JU with a list of the pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.23.4 of the Framework Contract.

[OPTION 2b - FOR SERVICES CONSISTING IN A SINGLE PERFORMANCE WHEN THE SPECIFIC CONTRACT RELATES TO AN AMOUNT OF €25,000 OR MORE, LIST OF PRE-EXISTING RIGHTS IS REQUIRED]

- Maximum of 30 % of the total price of the specific contract] shall be invoiced on receipt of first deliverable, based on receipt advice slips accepted and signed by the xxx JU in accordance with the form in Annex III (to be attached to the invoice).

The remaining amount shall be invoiced on completion of the work, based on receipt advice slips accepted and signed by the Commission in accordance with the form in Annex III (to be attached to the invoice).

With the last invoice, the Contractor shall provide the xxx JU with a list of the pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.23.4 of the Framework Contract.

[OPTION 3b - FOR CONTINUOUS SERVICES (INCLUDING SERVICES PERFORMED IN PERIODIC INSTALLMENTS) WHEN THE SPECIFIC CONTRACT RELATES TO AN AMOUNT OF €25,000 OR MORE, LIST OF PRE-EXISTING RIGHTS IS REQUIRED]

- For the deliverables specified in the Annex I, invoices shall be submitted periodically - at the end of the calendar [quarter] [month] based on receipt advice slips accepted and signed by the xxx JU in accordance with the form in Annex III (to be attached to the invoice).

With the last invoice, the Contractor shall provide the xxx JU with a list of the pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.23.4 of the Framework Contract.

Subcontracting

[OPTION 1] Not applicable

[OPTION 2]

- 6.1 In conformity with Article II.10 of the General Conditions, the Contractor has been permitted to subcontract.
- 6.2 Tasks stated in Annexes I and II may be performed by the subcontractor [Name and address of subcontractor], entirely at the risk of the Contractor.
- 6.3 Without prejudice to the xxx JU's other rights under Article II.17 of the General Conditions, if the Contractor fails to meet his obligations, the Specific Contract with the xxx JU may be terminated in accordance with Article II.17.1 (c) of the General Conditions. This clause applies throughout the term of the Specific Contract.

Performance Guarantees

Not applicable

Invoicing information

Department code:

Address:

Persons Responsible for the Customer

Administrative matters:

[NAME] [OFFICE] [TEL]

Technical matters:

[NAME] [OFFICE] [TEL]

Persons Responsible for the Contractor

[NAME] [TEL] [EMAIL]

Additional Provisions

Not applicable

In case of paper flow (non e-Ordering), done in duplicate at Brussels on

For the Contractor For the xxx JU