

CORRIGENDUM NO 4

Title of Procedure: “Administrative support services to EUSPA”

Reference: EUSPA/OP/16/25

(WFID: WF 322900)

1. All references to “man-day” in the tender documents are replaced by “person-day”.
2. All references to the title of Lot 1 are replaced by “Administrative support services to EUSPA”

3. The Tender Specifications

3.1 Timeline

Section 2.1 of the Tender Specifications is modified as flows:

Table 1: Procurement Timetable is modified as follows:

Timetable	Date	Comments
Launch of the procurement process – submission for publication of Contract Notice to the Supplement to the Official Journal of the EU	26/01/2026	All documents of the Invitation to Tender available at: Funding & Tenders Portal and EUSPA website 58671-2026 - Competition - TED
Deadline for requests for clarifications	13/06/2026 ^{Corr.1} 24/03/2026 ^{Corr.2} 22/04/2026 ^{Corr.3} 27/05/2026 ^{Corr. 4}	Clarification requests to be submitted only via the Funding & Tenders Portal (see above).
Last date on which clarifications may be issued by EUSPA	17/10/2026 ^{Corr.1} 26/03/2026 ^{Corr.2} 24/04/2026 ^{Corr.3} 29/05/2026 ^{Corr. 4}	All clarifications will be published at the Funding & Tenders Portal (see above)
Deadline for submission of tenders	23/16/03/2026 ^{Corr.1} at 01/04/2026 17:00 (CET) ^{Corr.2} 30/04/2026 17:00 (CET) ^{Corr.3} 04/06/2026 ^{Corr. 4} 17:00 ^{Corr. 4}	According to conditions of submissions set out in section 15.7 of these Tender Specifications.
Opening session and start of evaluation process	31/17/03/2026 ^{Corr.1} at 11:00 (CET) ^{Corr.1} 07/04/2026 11:00 (CET) ^{Corr.2} 04/05/2026 11:00 (CET) ^{Corr.3}	As per section 15.8 of the present document.

	11:00 (CET) ^{Corr.4} 05/06/2026^{Corr. 4}	
Completion of evaluation	05-06/ May June ^{Corr.2} 2026 (estimated) June July ^{Corr.3} 2026 (estimated) July/August 2026^{Corr.4}	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
Award	05-06/ May June ^{Corr.2} 2026 (estimated) June July ^{Corr.3} 2026 (estimated) September/October 2026^{Corr. 4}	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.
Estimated start of implementation of the Contract	07/2026 (estimated) 08/2026 (estimated)^{Corr.3} November/December 2026^{Corr. 4}	The estimated date is only indicative, it may be changed and it is not binding on the Contracting Authority.

3.2 Section 1.2 of the Tender Specifications is modified as follows:

The objective of this procurement procedure is to conclude a Framework Contract in cascade with maximum 2 (two) Contractors per lot (hereinafter referred to as “the Contract” “the Framework Contract”, or “FWC”) for the provision of in-house ~~unclassified and~~^{Corr.4} classified (EUCl) administrative support services at EUSPA’s Headquarters and more EUSPA sites ~~and unclassified administrative support from the Contractor’s premises~~^{Corr. 4}.

Administrative support is sought to aid the relevant sites to fulfil EUSPA’s mandate. A detailed description of the technical specifications is provided in Section 1.3 below.

Where reference is made to the FWC in these Tender Specifications and in the Annexes thereto, it should be assumed that any such reference is also meant to cover any specific contracts concluded on a basis of the FWC, in particular when there is a reference covering any obligation of the Tenderers.

Currently provision of the relevant administrative support services to EUSPA is covered under the following contracts:

Unclassified administrative support

EUSPA/OP/19/21/LOT1 – multisupplier framework contract for services in cascade, signed on 19/07/2022 and 20/07/2022 with ALPHA Consultants s.r.l. (1st contractor in cascade) and Everesta s.r.o. (2nd contractor in cascade) respectively;

EUSPA/OP/19/21/LOT2 – multisupplier framework contract for services in cascade, signed on 04/08/2022 with Vector Synergy s.o.o.

Classified administrative support

EUSPA/OP/08/22/LOT 2 – multisupplier framework contract for services in cascade, signed on 19/10/2023 and 13/10/2023 with COTECO INFROMATICA INTERNACIONAL LTD (1st contractor in cascade) and Vector Synergy s.o.o. (2nd contractor in cascade) respectively.

3.3. Section 1.3.1 of the Tender Specifications is modified as follows:

The procurement procedure is divided into 2 (two) lots as follows:

- Lot 1: “Administrative support services to ~~all~~^{Corr. 4} EUSPA ~~sites~~^{Corr. 4}”
- Lot 2: “Security-related administrative support services to all EUSPA sites”

Administrative support, either of classified (Lot 2) or of unclassified (Lot 1) nature, a priori encompasses the following activities:

Services	Description of requested activities (<i>Indicative list</i>)
<p>Service n.1 Services related to organization of online/physical meetings and events related to Agency administrative functioning</p>	<p>Preparation of agenda, sending invitations, coordinating catering support, booking rooms (in an internal or external venue), preparing presence list, and other relevant services;</p>
<p>Service n.2 Various clerical services</p>	<p>Drafting correspondence, preparing relevant minutes, reports, statistics, notes, presentations, updating databases, monitoring of work in progress, calendars/agendas, mails monitoring, proof-reading of documents, formatting of relevant documentation;</p>
<p>Service n.3 Document management (electronic and physical archives)</p>	<p>Ensuring efficient archiving, preparing and coordinating internal validation workflows, registering of documents, managing incoming and outgoing correspondence, other administrative support and clerical tasks;</p>
<p>Service n.4 Services of arranging business trips</p>	<p>Travel and accommodation booking, processing reimbursement claims in accordance with applicable rules; contacting the agreed provider and research for an optimal travel agenda, booking the flights and accommodation, collecting supporting documents for claims reimbursement, managing the reimbursement processes, processing related internal workflows etc.;</p>

<p>Service n. 5 Administrative services related to corporate matters</p>	<p>Maintaining various databases, compiling requested input for various purposes i.e. preparing presentations, organizing team events/trainings, scheduling team meetings, taking minutes, booking rooms, inviting participants etc.</p>
<p>Service n.6 Administrative services related to staff matters</p>	<p>Administrative support enabling EUSPA personnel to avail themselves of entitlements derived from or duties linked to the regulations and/or the Hosting Agreements in relation to EU bodies, national authorities, governmental bodies and local offices. Services might include communication with relevant parties, collection and submission of documents, maintenance of Databases and systems as well as providing guidance & trainings to EUSPA personnel.</p>

Tenderers may tender for one or both Lots but must make a separate tender for each lot, as Lots will be evaluated separately.

The services under Lot 1 FWC shall be provided from Contractor's premises. ^{Corr. 4}

The ^{Corr. 4} classified services under Lot 2 FWC ^{Corr. 4} will be required to be rendered on-site (in-house) in the premises of the following sites of EUSPA:

- Prague / Czech Republic
- Saint-Germain-en-Laye / France
- Toulouse / France
- San Martín de la Vega, Spain Torrejón de Ardoz, Spain
- Noordwijk, Netherlands

N.B. The resources to be involved in the provision of such services under either of the Lots shall only be EU nationals (EU working visa/permits do not suffice).

Administrative support is largely the same across all the lots however with differences in requirements for personal security clearance.

Classified administrative support (Lot 2) needs to be provided by resources having a Personal Security Clearance ('PSC') at SECRET UE/EU SECRET level issued by the national security authority of an EU Member State. The security clearance needs to be maintained throughout the duration of the respective Contract, as it may be planned to access classified information above RESTREINT UE/EU RESTRICTED under the respective Contract at any time.

Name and form of procurement procedure

Name: Error! Reference source not found.25 – Administrative support services to EUSPA.

Procedure: Open procedure in accordance with Article 167(1)(a) of the Regulation 2024/2509

(hereinafter “Financial Regulation” or “FR”)¹.

Lots: 2

3.4. Section 1.5 of the Tender Specifications is modified as follows:

In order to ensure fair competition conditions within this procurement, the following measures are being put in place:

- i. A comprehensive description of the activities to be undertaken has been provided in Section 1.3 of these Tender Specifications.
- ii. An estimated number of ~~man-days~~ **person-days**^{Corr. 4} needed per 12 months service provision for each lot is provided in the table below. Per year 244 ~~man-days~~ **person-days**^{Corr. 4} are factored per Service Provider. Kindly note that these figures are purely indicative and in no way binding to EUSPA.

Estimated number of ~~man-days~~ **person-days**^{Corr. 4} of services required per year^{Corr.1}

Location	Lot 1 UNCLA
Prague / CZ Contractor premises ^{Corr. 4}	6710

Location	Lot 2 CLA
Prague / CZ	1464
Saint-Germain-en-Laye / F	488
Toulouse / F	244
San Martín de la Vega and Torrejón de Ardoz / ES	244
Noordwijk, Netherlands / NL	244

Neutralisation of elements that may affect impartiality and objectivity of the award within the limits and according to the principles elaborated by the case law.

¹ Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast)

3.5. The 5th paragraph of Section 3.1 of the Tender Specifications is modified as follows:

The FWC activities shall be priced on a Fixed Unit Price (FUP) basis pertaining to applicable ~~man-days~~ **person-days**^{Corr. 4} rates per identified location.

The FWC in cascade shall be implemented via SC for each particular assignment that may arise under the FWC, under Planned Deliverable Mode or Deliverable on Demand Mode, as provided in the Draft Framework Contract (Annex II to the Invitation to Tender)^{Corr. 4}

The FWC implementation shall be based on:

- Fixed Unit Prices (FUPs) for person-day rates per Service Provider with a profile as per section 1.3 for 8 hours of support, that will remain fixed for the full duration of the FWC,
- travel costs and mission expenses, reimbursed according to article I.4.2 of the draft FWC – annex II to the Invitation to Tender)^{Corr. 4}

3.6. Section 3.2.3 of the Tender Specifications is modified as follows:

All services ~~under Lot 2 FWC (security-related administrative support services)~~^{Corr. 4} shall be provided on-site EUSPA premises (in-house). Accordingly, the place of service provision shall be EUSPA's premises in Spain-San Martín de la Vega and Torrejón de Ardoz, France – Toulouse, France – Saint-Germain-en-Laye, Netherlands - Noordwijk, and Czech Republic – Prague. ~~All services under Lot 1 FWC (unclassified administrative support services) will be provided off-site (i.e. Contractor's premises)~~^{Corr. 4}

~~Services in the context of SCs signed under the FWC might be temporarily provided remotely (within the EU Member States) following prior written agreement between EUSPA's and Contractor's points of contact as per Art. I.8 of the FWC. The daily rates to be applied to the days of such exceptional remote provision of services shall be the same daily rates as per the Service Provider's standard place of performance.~~^{Corr. 4}

Partially derogating from the above, during the implementation of the FWCs via SCs, when the services shall be provided at EUSPA HQ in Prague, in Saint-Germain-en-Laye, in Toulouse, in San Martín de la Vega, in Torrejón de Ardoz, or in Noordwijk, the (daily) allocation of the working spaces for Service Providers is to be arranged through means and processes that will be communicated directly to the Service Providers by the relevant EUSPA Supervisors of the activities (or his/her assignee for the particular activities), without the involvement of the FWC points of contact, as defined in Article I.8 of the FWC. Accordingly, the Service Providers shall coordinate their on-site presence at EUSPA premises in Prague, in Saint-Germain-en-Laye, in Toulouse, in San Martín de la Vega, in Torrejón de Ardoz, or in Noordwijk at working level (i.e. no need for writing evidence) with the EUSPA Supervisors responsible for their activities (or his/her assignee for the particular activities), as relevant. In these cases, the Contractor shall identify within the timesheets to be submitted for payment of invoices those days performed from the dedicated EUSPA premises in Prague, in Saint-Germain-en-Laye, in Toulouse, in San Martín de la Vega, in Torrejón de Ardoz, or in Noordwijk and those days performed outside the EUSPA premises, as per the dedicated arrangements at working level, applying for the latter the same daily rates as per the Service Provider's standard place of performance.

3.7. Section 3.3 of the Tender Specifications is modified as follows:

Tenderers are required to assess the risks possibly deriving from the applicable national law and EU/national case law concerning transfer of undertakings in relation or in connection with the

succession in the contracts for classified and unclassified administrative support, as listed in Section 1.2 of this document, between the Incumbent Contractor and the Contractor, when different entities. Tenderers are requested to address **whether the risk is there or not, and if^{Corr. 4} the risk is there - to and^{Corr. 4}** clearly identify the related envisaged financial consequences providing in their financial proposal (Annex I.F.1 per Lot):

- (i) a maximum stand-alone amount corresponding to the estimate of the possible financial consequences stemming from the materialisation of such risk; and
- (ii) the main elements, assumptions and justifications underlying that estimate from a legal and financial standpoint.

The amount referred to above, indicated separately in the Financial Proposal as a stand-alone amount, shall **NOT** form part of the unit prices, and ~~man-days person-days~~^{Corr. 4} rates, nor be included as a risk margin or any other price component of the offered tender prices.

Any payment from the Contracting Authority, within the limits of the maximum amount indicated in the financial offer, shall not form part of the payments for the delivered services during the contract implementation and shall be subject to the fulfilment of the conditions set out in the draft contract (Article 11a) under Annex II to the Invitation to Tender. Notwithstanding the foregoing the maximum amount has to be considered as part of the ceiling amount of the Framework Contract.

No assets will be provided to the service providers, other than laptops for service providers in Lot 2.
Corr. 4

3.8. Section 12.1. of the Tender Specifications is modified as follows:

The technical quality of the Tender will be assessed on the basis of the Tenderer's technical proposal against the qualitative award criteria as follows:

Ref. #	Award criteria	Minimum points per criterion	Maximum points per criterion
Q1.	<p>Quality, adequacy, and clarity of the overall approach and methodology to deliver the tasks, subject matter to the Framework Contract :</p> <p>Q1.1: Quality and adequacy of the tenderer's proposed procedures/methods for guaranteeing continuity of the service provision and limitation of the turnover of the proposed Service Providers, including procedures to activate back-up solutions and to establish and maintain a sufficient pool of qualified (and security-cleared for Lot 2) candidates for administrative support (i.a., methods/tools used to verify that the candidates to be proposed to EUSPA have the necessary skills, e.g. testing of language and computer skills, education, professional experience and competencies, as well as security clearance - the latter only applicable to Lot 2). (Min. Points 15 - Max Points 30);^{Corr. 4}</p>	25	50

	<p>Q1.2: Efficiency and adequacy of the procedures/measures to ensure high quality of the services provided (e.g. quality checks, internal reviews, quality controls implementation, approach to ensure precise and adequate reporting), including identification of key challenges, proposed risk mitigation plans and processes for prompt, effective and cost-efficient problem solving, and sound management of the Service Providers, including verification process of the Service Providers' working time and associated time sheets' accuracy.</p> <p>(Min. Points 10 – Max Points 20);</p>		
Q2.	<p>Quality and adequacy of the customer service provided to EUSPA in the course of Framework Contract implementation :</p> <p>Quality and adequacy of the tenderer's proposed organisation and interfaces with EUSPA during the Framework Contract implementation to ensure efficient coordination and contract management in a timely manner, including dedicated processes / check points / intermediate milestones, measures guaranteeing availability of the Contractor's appointed Contract Manager, back-up solutions in case of absences.</p>	10	20
Q3.	<p>Quality and maturity of the plans required under Section Error! Reference source not found. of the Tender Specifications, including:</p> <p>Q3.1.^{Corr. 4} Quality and maturity of the plan to ensure compliance with the Supply Chain requirement under Section Error! Reference source not found. of the Tender Specifications and relevant commitment to achieve the target percentage of subcontracting with competitive tendering outside the group, or, if applicable, the completeness and robustness of the</p>	5	10

	<p>provided justification for any derogation. (Max points 4) Corr. 4</p> <p>Q3.2: Corr. 4 Quality and maturity of the plan to maximise participation of SMEs and start-ups from across the Union in the delivery of the scope of the Contract in terms of services, processes entrusted to start-ups and SMEs and relevant justifications. (Max. points 4) Corr. 4</p> <p>Q3.3: Corr. 4 Quality and maturity of the plan to ensure compliance with the general subcontracting principles under Section Error! Reference source not found. of the Tender Specifications. (Max. points 2) Corr. 4</p>		
Q4	<p>Credibility and appropriateness of costing, including:</p> <ul style="list-style-type: none"> • Consistency, justification and traceability of the proposed costs and cost structure with respect to the Tenderer’s proposal. (Max. points 5) Corr. 4 • Justification and transparency of costs, at prime and subcontractors’ activities, including compliance with the cost structure requirements set in the Tender Specifications and measures to control the cost. Justification of the proposed standalone amount for transfer of undertaking as per section 3.3. (Max. points 5) Corr. 4 	5	10
Q5	<p>Level of stated compliance to the contractual baseline and relevance of justifications where applicable:</p> <p>Q5.1: Level of stated compliance to draft Contract and relevance of the related justifications where applicable in case of non- or partial compliances are reported, including quality and consistency of possible alternative wording proposed. Duly filled in Background IPR Declaration. (For Lot 1: Min. Points 5 Max Points 10); (For Lot 2: Min. Points 3 Max Points 5);</p> <p>Q5.2: Applicable only to Lot 2: Level of stated compliance to the SAL and relevance of the related justifications where applicable in case of non- or partial compliances are reported, including quality and consistency of possible alternative wording proposed. (For Lot 1: N/A); (For Lot 2: Min. Points 3 Max Points 5).</p>	<p>Lot 1: 5</p> <p>Lot 2: 6</p>	<p>Lot 1: 10</p> <p>Lot 2: 10</p>

TOTAL	Maximum possible score: Lot 1: 100 Lot 2: 100 Minimum required quality score: Lot 1: 50 Lot 2: 51
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Table 1: List of Qualitative Award Criteria

3.9. The second paragraph of Section 12.2.2. of the Tender Specifications is modified as follows:

The “Total **Tender^{corr.4}** Evaluation Price” will include the prices for the **indicative^{corr.4}** quantities associated to the recurring support at each location (**Contractor’s premises – for Lot 1 and EUSPA various sites – for Lot 2**)^{corr.4}, in terms of indicative **man-days person-days^{corr.4}** per year as estimated by the Contracting Authority for evaluation purposes, for each Lot, **meant to cover the production of the deliverables, which may be requested by the Contracting Authority in the frame 12 months^{corr.4}.**

3.10 Section 15.6.3 is modified as follows:

Each Tender shall include a financial file, containing:

Ref. #	ENVELOPE 3 – FINANCIAL OFFER
(1)	Duly filled-in, dated and signed Financial Proposal using the template in Annex I.F.1 for each Lot, as per the instructions included in this Annex.
(2)	Cost Sheets using the template in Annex I.F.2 for each Lot for the Tenderer and each of the subcontractors. Tenderers are informed that their tenders will be assessed, by virtue of the qualitative criterion, on the credibility and appropriateness of costing.
(3)	Financial proposal summary and Pricing methodology in a separate document for each Lot attached to the Financial Proposal Template, providing: <ul style="list-style-type: none"> • Description of the overall financial proposal • Financial Assumptions taken. • Pricing methodology/logic to arrive to define Fixed Unit prices, approach and justification of overheads, profit or/and any other financial provision (e.g. for indexation rate) in the proposal. • Justification of the established self-standing amount proposed as per section 3.3 Transfer of Undertaking, providing the main assumptions, consideration and rationale^{Corr.4}

The financial offer must respect the following conditions:

3.11. Section 15.6.3.1. of the Tender Specifications is modified as follows:

Prices quoted in Annex I.F.1 for each Lot, must be quoted in euros. Prices are firm and fixed and binding for the Tenderer/Contractor throughout the duration of the Contract. The unit prices in the financial offer will constitute the price list for the duration of the FWC and shall include all costs and expenses which are necessary for performance of the tasks.

The Tenderers shall fill-in the 'FWC FUP List' tab, pertaining to the applicable ~~man-day~~ **person-day^{Corr. 4}** rates per location, in the Financial Table of Answer in Annex I.F.1 for each Lot, by providing a Fixed Unit Price (FUP) for each of the locations identified therein. The Tenderer is required to offer a FUP for all locations listed in Annex I.F.1 for each Lot.

The FUP (~~man-days~~ **person-days^{Corr. 4}** rates per location) shall include:

- a. management of the project, drawing up quotations and reports coordination, quality control, support resources, subcontracting, procurement, manufacturing, assembly, quality control, documentation, storage;
 - b. all overheads (such as management costs, secretarial services, social security, wages).
- If EUSPA requires Service Providers to go on a mission, payment of travel costs and reimbursement of mission expenses will be handled according to EUSPA internal rules, as per Article I.4.2 of the Draft Contract.
 - ~~Public transportation costs incurred during provision of the services under the FWC shall be reimbursed, as per Article I.4.3 of the Draft Contract, only for Service Providers of Service n.6, unless explicitly foreseen otherwise by EUSPA in the request for services and resulting Specific Contract~~
 - The 'Business days' or 'Working days', which shall be followed for service provision, are defined in Article II.1 of the Draft Contract.
 - ~~In exceptional cases and only on written request of the Contracting Authority, it may be necessary that the Contractor provides services outside the 'Business days' or 'Working days', as defined in Article II.1 of the FWC. In such cases, the following surcharge will apply: surcharge of 50% of the applicable "man-day person-day^{Corr. 4} rate", applied prorata temporis.~~

Overheads and profit shall be applied in a sound and reasonable manner. The Tenderer shall detail the formula/rules for overheads and profit calculation in the Pricing methodology document. No profit is allowed on sub-contractors work share.

Prices are to be quoted firmly in 2025 economic conditions. In the financial proposal and the requested cost sheets, the tender shall consistently indicate the economic conditions of the proposal.

Cost Sheet

The tenderer shall fill and submit to the Contracting Authority, as part of the financial proposal in Annex I.F.2 for each lot, the Cost Sheets for the Prime and each sub-contractors.

These cost sheets shall include the following forms:

1. Cover page, with the general information of the entity.
2. PCS-A1: to provide basic rates, overheads and general expenses; this form shall be provided only once for each entity.
3. PCS-A2: to provide the cost breakdown and total price for the entity.

Note: The completeness and the quality of the information submitted in the Cost Sheets in Annex I.F.2 for each lot shall be evaluated as part of the qualitative award criterion Q4. In case of

inconsistency, in-compliance or incompleteness of the submitted cost sheets, a lower number of points shall be attributed at the stage of the technical evaluation.

4. In Annex II – Draft FWC:

4.1. Following modifications were introduced in page 2 of the Draft Framework Contract

- New annex is added **Annex II.XII Template Deliverables Request Form** ^{Corr. 4}
- subparagraph (h) under the list of annexes is amended as follows:
 - h) The provisions set out in the terms of references for services take precedence over those in the respective offer for a request for **services Specific Contract** ^{corr.4}, unless otherwise agreed in the Specific Contract.

4.2. Article I.3 is modified as follows:

ARTICLE I.3 – IMPLEMENTATION OF THE FWC ~~AND THE CASCADE~~ ^{Corr. 4}

- I.3.1.** The present Contract will be implemented through Specific Contracts to be awarded in cascade.
- I.3.2.** The Contractor is ranked [*first/second*] in cascade.
- I.3.3.** The Contracting Authority may, from the contractor ranked first in cascade request at any time the provision of services falling within the scope of this Contract, through the issuing of a request for **services for Specific Contract**. ^{Corr. 4}
- ~~**I.3.4.** The Contracting Authority has the right to request the provision of services from the contractor ranked second in cascade, if the contractor ranked first:
 - a) fails to confirm to the Contracting Authority within maximum 5 (five) calendar days since the request for services has been dispatched its intention to submit an offer or informs the Contracting Authority that it will not submit an offer for any reason,
 - b) fails to reply with an acceptable offer to the request services within 10 (ten) working days from reception of request for services, or
 - c) replies with an offer which is only partially compliant with the scope and/or requirements set out in the request for services,
 - d) fails to send the signed Specific Contract to the Contracting Authority within 5 (five) working days from reception of the Specific Contract signed by the Contracting Authority (Article I.3.8.),
 - e) is in a situation of professional conflicting interest or in a situation likely to compromise its independence and therefore cannot perform the Specific Contract,
 - f) fails to provide the personnel included in its offer to the service request within 1 (one) month as of the moment agreed in the specific contract, which shall also be considered a ground for termination under Article II.12,
 - g) gives rise to any other grounds for termination or partial termination of the FWC or the Specific Contract, including, without limitation, partial termination of a Specific Contract for the part terminated or partially terminated,
 - h) without prejudice to point c) above, the Contracting Authority may trigger the cascade also for a consolidated part of the Specific Contract's tasks, whose implementation is not linked~~

~~with the implementation of the other Tasks in the Specific Contract, to the extent that this possibility was clearly identified in the request for services, and the Specific Contract proposal for the tasks at stake has been considered as not acceptable.~~ ^{Corr. 4}

I.3.4. The request for Specific Contract may be in Planned Deliverable Mode (terms of reference in accordance with ARTICLE I.3a.1) or Deliverable on Demand Mode (terms of reference in accordance with ARTICLE I.3b.1), as specified by the Contracting Authority in the request for Specific Contract.

^{Corr. 4}

~~**I.3.5.** Except in case of proven Force Majeure as per ARTICLE II.9 — FORCE MAJEURE, the Contractor shall under no circumstances refuse to conclude Specific Contracts, provided that such Specific Contracts are compliant with the Tender Specifications (Annex II.II) and with the provisions of the present FWC.~~ ^{Corr. 4}

I.3.5. Unless the request for Specific Contract details otherwise or agreed by the parties, the Contractor shall confirm, as soon as possible and, in any case, within five (5) working days from the dispatch of the request for Specific Contract, the availability to submit the offer and to provide the services or, in case it cannot accept the request for Specific Contract, it shall inform the Contracting Authority and provide the justification for the impossibility to provide the services requested. ^{Corr. 4}

~~**I.3.6.** The Contracting Authority's requests for services shall include Terms of Reference for a Specific Contract detailing:~~

- ~~i. Period of services' implementation (start / end date);~~
- ~~ii. Services' specifications, including man-days needed for each service and in total;~~
- ~~iii. Requirements for the team to be proposed (i.a., possession of Personal Security Clearance, language proficiency);~~
- ~~iv. General description of the deliverables to be delivered as part of the services, associated requirements and frequency;~~
- ~~v. Place of the services' performance;~~
- ~~vi. Specification of the needed missions (number, frequency, location, etc.), if any;~~
- ~~vii. Payment Plan;~~
- ~~viii. Maximum total value of the Specific Contract;~~
- ~~ix. Deadline for submission of the Contractor's specific offer — by default, the time limit for the submission of a specific offer is 10 (ten) working days from dispatch of the request for services by the Contracting Authority to the Contractor.~~ ^{Corr. 4}

I.3.6 Unless the request for Specific Contract details otherwise, the Contractor shall submit an offer in response to the request for Specific Contract dispatched by the Agency within ten (10) working days from the day of dispatch of the request for Specific Contract by the Contracting Authority. ^{Corr. 4}

~~**I.3.7.** Within the default time period or as indicated by the Contracting Authority in the request for services, which must in any case be reasonable for preparing the offer, the Contractor shall reply to the request for services by submitting to the Contracting Authority a duly dated and signed Specific Contract offer, which shall consist of a technical and a financial part, including all elements evidencing compliance with the Contracting Authority's requirements, as specified in the Terms of Reference, as per Article I.3.6, and the FWC and the Statistical Reporting file (Annex I.H to the Tender Specifications), if so requested.~~ ^{Corr. 4}

I.3.7 If the offer is accepted, the Contracting Authority sends to the Contractor the Specific Contract to be signed. ^{Corr. 4}

~~**I.3.8.**— Within 5 (five) working days of a Specific Contract signed by the Contracting Authority, being sent to the Contractor, the Contractor shall provide the Contracting Authority the Specific Contract back, duly signed and dated.~~ ^{Corr. 4}

I.3.8 ^{Corr. 4} Except in case of proven Force Majeure as per ARTICLE II.9 – FORCE MAJEURE, the Contractor shall under no circumstances refuse to conclude Specific Contracts, provided that such Specific Contracts are compliant with the Tender Specifications (Annex II.II) and with the provisions of the present FWC.

~~**I.3.9.**— The period allowed for the execution of the tasks shall start to run on the date indicated in the Specific Contract. It shall not exceed the term of the Specific Contract.~~ ^{Corr. 4}

I.3.9 Within the time periods under ARTICLES I.3.5 and I.3.6 or as indicated by the Contracting Authority in the request for Specific Contract, which must in any case be reasonable for preparing the offer, the Contractor shall reply:

- i. Notifying the contracting authority of the impossibility of submitting an offer accompanied by a detailed justification of the reasons;
- ii. to the request for Specific Contract by submitting to the Contracting Authority a duly dated and signed Specific Contract offer, which shall consist of a technical and a financial part, including all elements evidencing compliance with the Contracting Authority's requirements, as specified in the Terms of Reference, as per Article I.3a.1 for Planned Deliverable Mode and I.3b.1 for Delivery on Demand Mode and the FWC and the Statistical Reporting file (Annex I.H to the Tender Specifications), if so requested. ^{Corr. 4}

I.3.10. ^{Corr. 4} Within 5 (five) working days of a Specific Contract signed by the Contracting Authority, being sent to the Contractor, the Contractor shall provide the Contracting Authority the Specific Contract back, duly signed and dated.

I.3.11. ^{Corr. 4} The period allowed for the execution of the tasks shall start to run on the date indicated in the Specific Contract. It shall not exceed the term of the Specific Contract.

4.3. Article I.3a has been added as follows:

I.3a – PLANNED DELIVERABLE MODE

I.3a.1 TERMS OF REFERENCE FOR A SPECIFIC CONTRACT IN PLANNED DELIVERABLE MODE

The Contracting Authority's requests for Specific Contract for Planned Deliverable Mode shall include Terms of Reference for a Specific Contract detailing:

- i. Period of services' implementation (start/end date);
- ii. Scope of support services and list of deliverables;
- iii. Services' specifications in line with section 1.3 of Annex II.II Tender Specifications, including indicative person-days needed for each service and in total;
- iv. Schedule for the planned deliverables;
- v. The request to the Contractor to perform a Conflict of interest analysis and team composition, if applicable;
- vi. Specification of the needed missions (number, frequency, location, etc.), if any;

- vii. Payment Plan;
- viii. The estimated price of the Specific Contract;
- ix. Any further requirements, if relevant;
- x. Deadline for submission of the Contractor's specific offer - by default, the time-limit for the submission of a specific offer is 10 (ten) working days from dispatch of the request for Specific Contract by the Contracting Authority to the Contractor. ^{Corr. 4}

4.4. Article I.3b has been added as follows:

I.3b –DELIVERABLE ON DEMAND MODE

I.3b.1 TERMS OF REFERENCE FOR A SPECIFIC CONTRACT IN DELIVERABLE ON DEMAND MODE

A request for Specific Contract for Deliverable on Demand Mode shall include as a minimum the following requirements:

- i. Scope of support services and deliverables;
- ii. General requirements for the deliverable(s) in terms of content and likely delivery schedule;
- iii. To the extent already known at the time of the request for Specific Contract any of the specifications mentioned in ARTICLE I.3a; and
- iv. Any further requirements, if relevant. ^{Corr. 4}

I.3b.2 IMPLEMENTATION SPECIFIC CONTRACT IN DELIVERABLE ON DEMAND MODE

Subsequent to the conclusion of a Specific Contract, the Contracting Authority can request services, in line with the scope and requirements provided in the previous paragraph, under the Specific Contract from the Contractor. This request for Deliverables shall include:

- i. Detailed requirements for the deliverable(s) in terms of content and delivery timeline; and
- ii. Request for quotation for the required deliverable (see annex II.XII).

The Contractor shall submit within two (2) working days a quotation for the required deliverable(s) together with an outline of its content and (confirmation of the) delivery schedule.

The contracting authority shall have two (2) working days to either:

- Accept the quotation;
- Submit observations/request for amendments; or
- Refuse the quotation.

In case the Contracting Authority submits observations and/or requests for amendments the Contractor shall have one (1) working day to accept them, at the expiry of which the request for deliverables shall be considered as withdrawn.

If no quotation was submitted within two (2) working days, in line with paragraph 3 of this article, if the Contractor fails to respond to the observations and/or requests from the Contracting Authority, within one (1) working day, in line with the previous paragraph, or in case of any of the scenarios provided for in article I.3.7, applied *mutatis mutandis* to the provisions of the current article, the contracting authority has the right to request the services in line with the guidance provided in Annex II.XII.

The deadlines mentioned in this article shall apply, unless otherwise provided in the Specific Contract or otherwise agreed by the Parties. ^{Corr. 4}

4.5. Article I.3c has been added as follows:

I.3c CASCADE MECHANISM

I.3c.1.CASCADE FOR PLANNED DELIVERABLE MODE

The Contracting Authority has the right to request the provision of services from the contractor ranked second in cascade, if the contractor ranked first:

- a) fails to confirm to the Contracting Authority within maximum 5 (five) calendar days since the request for Specific Contract has been dispatched its intention to submit an offer or informs the Contracting Authority that it will not submit an offer for any reason,
- b) fails to reply with an acceptable offer to the request services within 10 (ten) working days from reception of request for Specific Contract, or
- c) replies with an offer which is not compliant or is ^{Corr. 4} only partially compliant with the scope and/or requirements set out in the request for Specific Contract,
- d) fails to send the signed Specific Contract to the Contracting Authority within 5 (five) working days from reception of the Specific Contract signed by the Contracting Authority (Article I.3.8.),
- e) is in a situation of professional conflicting interest or in a situation likely to compromise its independence and therefore cannot perform the Specific Contract,
- f) fails to provide the personnel included in its offer to the service request within 1 (one) month as of the moment agreed in the specific contract, which shall also be considered a ground for termination under Article II.12,
- g) gives rise to any other grounds for termination or partial termination of the FWC or the Specific Contract, including, without limitation, partial termination of a Specific Contract for the part terminated or partially terminated,
- h) without prejudice to point c) above, has submitted an offer that is not or only partially acceptable. The Contracting Authority may request from the contractor subsequent in the cascade mechanism for a consolidated part of the Specific Contract's tasks, whose implementation is not linked with the implementation of the other Tasks in the Specific Contract, to the extent that this possibility was clearly identified in the request for Specific Contract, and the Specific Contract proposal for the tasks at stake has been considered as not acceptable,

In relation to Specific Contracts in Deliverable on Demand mode the cascade is also triggered in the scenario's referred to ARTICLE I.3c.2. ^{Corr. 4}

I.3c.2 DELIVERABLE ON DEMAND CASCADE

When the Contracting Authority refuses or partially rejects the quotation submitted under a request for Specific Contract that is in Deliverable on Demand Mode; or the response from the Contractor to objections or request for amendments from the Contracting Authority is not accepted or partially accepted; or no quotation was submitted or in case of any of the scenario's provided in other paragraphs of this Article I.3.7, applied *mutatis mutandis* to the provisions of article I.3c.1, the Contracting Authority may submit a request for Specific Contract to:

- i. the contractor subsequently ranked in the cascade mechanism to conclude a Specific Contract in line with Article I.3.3 in Planned Deliverable Mode or Deliverable

- on Demand Mode; or
- ii. the Contractor with whom a Specific Contract in Delivery on Demand Mode has been signed that covers the scope of services that were refused or partially rejected in line with article I.3c.1. ^{Corr. 4}

4.6. Article I.4.1.3. is modified as follows:

I.4.1.2. Prices for the “~~man-day~~ ^{person-day} ^{Corr. 4} rates” are as indicated in Table ‘FWC Unit prices – FUPs List’ of the Financial Proposal (part of Annex II.III).

4.7. Article I.4.3 has been removed.

4.8. Article I.5 is modified as follows:

ARTICLE I.5 – ACCEPTANCE

I.5.1. ACCEPTANCE PROVISIONS FOR PLANNED DELIVERY MODE

The Services provided in Planned Deliverable Mode will be accepted against an evaluation performed by the Contracting Authority, against the following criteria:

- i. Compliance of the Deliverable with the Contracting Authority’s requirements; and
- ii. Quality of the deliverable(s) in terms of:
 - Completeness and readability of the analysis;
 - Timeliness of the deliverable;
 - justification of the proposed appraisal/solution (when required and relevant); and
 - Formal clarity and accuracy of the submitted deliverable.

Should the Contracting Authority accept the submitted deliverable a confirmation of acceptance will be provided to the Contractor by a signed Deliverables acceptance sheet (see Annex II.VII) within ten (10) working days of submission of the deliverable(s).

The Contracting Authority reserves the right to request clarifications and evidence concerning the deliverable(s), within ten (10) working days of submission of the deliverable(s).

The Contracting Authority reserves the right to provide written objections to the submitted deliverables providing justifications, within ten (10) working days of submission of the deliverable(s), and may either:

- i. request implementation of remedial measures;
- ii. propose partial acceptance and/or reduction of payment; or
- iii. reject the deliverable.

In case the Contracting Authority submits objections or asks for remedial measures, the Contractor shall have five (5) working days to submit observations to the Contracting Authority at the expiry of which the objections or the remedial measures shall be deemed to have been accepted.

The Contracting Authority undertakes to evaluate in good faith the observations put forward by the Contractor.

In case, notwithstanding the Contractor's observations, the Contracting Authority confirms partial acceptance, reduction of payment or rejection of the deliverable the provisions of article I.15.1 shall apply.

The deadlines mentioned in this article shall apply, unless otherwise provided in the Specific Contract or otherwise agreed by the parties. ^{Corr. 4}

I.5.2. ACCEPTENCE PROVISIONS FOR DELIVERABLE ON DEMAND

Once the quotation for Deliverable on Demand Mode will have been accepted according to the provisions under Article I.3b.2, the provided deliverable(s) shall be accepted in accordance with the provisions under article I.5.1. ^{Corr. 4}

4.9. Article I.6.1. and Article I.6.2. are modified as follows:

I.6.1. Interim payments

Unless the Specific Contract provides otherwise, the Contractor shall submit an invoice every month, indicating the reference number of the Framework Contract and of the Specific Contract to which it refers for an interim payment. The invoice shall concern the services provided within the invoicing period.

Invoices shall be accompanied by the following:

- ~~a) the approved activity report and/or deliverable(s) in accordance with the instructions laid down in the relevant Specific Contract and its Annexes,~~ ^{Corr. 4}
- ~~b) a)~~ ^{Corr. 4} deliverable(s) acceptance sheet(s), duly dated and signed by the Contractor and the Contracting Authority's project officer,
- ~~b) timesheets stating at least the names of individual Service Providers, the services provided as per the Terms of Reference, the place of services' performance, the dates of services' provision and the service provision pattern of each Service Provider (i.e., hours of service provision as per **ARTICLE I.5 – CHARGING OF MAN DAY RATES**),~~ ^{Corr. 4}
- ~~e) b)~~ ^{Corr. 4} a table on actual consumption of travel, accommodation and subsistence expenses, including, if applicable, statements of reimbursable expenses in accordance with **ARTICLE II.14 - REIMBURSEMENTS;**
- ~~d) c)~~ ^{Corr. 4} a list of all created Foreground IPRs, by attaching the filled-in Annex II.IX or a declaration stating that there are no such rights were created;
- ~~e) d)~~ ^{Corr. 4} a list of all Background IPRs to the results or parts of the results by attaching the filled-in Annex II.VIII or a declaration stating that there are no such Background IPR, as provided for in Article I.13.24;
- ~~f) e)~~ ^{Corr. 4} any other document in accordance with the relevant Specific Contract.

The Agency shall have 90 (ninety) Days from the receipt of all the deliverables and documents above to approve, countersign the deliverable acceptance sheet and pay, subject to Article II.13.7. ~~Unless otherwise specified by the Contracting Authority in the terms of reference of the relevant Specific Contract, the Contractor shall have 15 (fifteen) days to submit additional information or a new progress report and/or updated deliverable(s) requested by the~~

~~Contracting Authority.~~^{Corr. 4}

Any payments against invoice made under the Specific Contract are payments for provision of services and do not represent and shall not be understood as salary payments or replacement of such. Payment of salaries for Service Provider performing the services shall remain the sole responsibility of the Contractor.

1.6.2. Payment of the balance

The Contractor shall submit an invoice for payment of the balance for any services due under a Specific Contract not invoiced yet by an interim payment.

The invoice shall be accompanied by:

- ~~a) the approved final activity report and/or deliverable(s) in accordance with the instructions laid down in the relevant Specific Contract and its Annexes,~~^{Corr. 4}
- ~~b) a~~^{Corr. 4} deliverable(s) acceptance sheet(s), duly dated and signed by the Contractor and the Contracting Authority's project officer,
- ~~c) timesheets stating at least the names of individual Service Providers, the services provided as per the Terms of Reference, the place of services' performance, the dates of services' provision and the service provision pattern of each Service Provider (i.e., hours of service provision as per **ARTICLE I.5 – CHARGING OF MAN-DAY RATES**),~~^{Corr. 4}
- ~~e) b~~^{Corr. 4} a final table on actual consumption of travel, accommodation and subsistence expenses, including, if applicable, statements of reimbursable expenses in accordance with **ARTICLE II.14 - REIMBURSEMENTS**;
- ~~d) c~~^{Corr. 4} a list of all created Foreground IPRs, by attaching the filled-in Annex II.IX or a declaration stating that there are no such rights were created;
- ~~e) d~~^{Corr. 4} a list of all Background IPRs to the results or parts of the results by attaching the filled-in Annex II.VIII or a declaration stating that there are no such Background IPR, as provided for in Article I.13.24;
- ~~f) e~~^{Corr. 4} any other document in accordance with the relevant Specific Contract.

The Agency shall have 90 (ninety) Days from the receipt of all the deliverables and documents above to approve, countersign the deliverable acceptance sheet and pay, subject to Article II.13.7. ~~Unless otherwise specified by the Contracting Authority in the terms of reference of the relevant Specific Contract, the Contractor shall have 15 (fifteen) days to submit additional information or a new progress report and/or updated deliverable(s) requested by the Contracting Authority.~~^{Corr. 4}

Following the approval of the final report and/or deliverable(s), the Contractor shall submit the invoice. The Contracting Authority shall make the payment within 30 (thirty) days from receipt of the invoice.

Any payments against invoice made under the Specific Contract are payments for provision of services and do not represent and shall not be understood as salary payments or replacement of such. Payment of salaries for Service Provider performing the services shall remain the sole responsibility of the Contractor.

4.10. Article I.14.2 is modified as follows:

I.14.1 Unless otherwise agreed in the Specific Contract, should the Contractor fail to perform its contractual obligations within the time limits and as per the requirements set by the FWC or the relevant Specific Contract (Underperformance), including, without limitation the implementation of an exchange of Service Provider, then, without prejudice to the Contractor's actual or potential liability or to the Contracting Authority's right to terminate the FWC or the relevant Specific Contract, the Contracting Authority may impose liquidated damages for each and every calendar day of delay/underperformance according to the following formula:

0. $3 \times (V/d)$, where

V is the price of the relevant deliverable, set in the frame of the ^{Corr. 4} Specific Contract;
d is the duration specified for delivery of the relevant deliverable established in the ^{Corr. 4} Specific Contract, ~~or, failing that, the period between the date specified in Article I.3.9 and the date of delivery or performance specified in the relevant Specific Contract~~ ^{Corr. 4}, expressed in days. The overall aggregate amount of liquidated damages which may be imposed per Specific Contract shall not exceed 5% of the price of the relevant Specific Contract.

4.11. Article I.20 has been added as follows:

ARTICLE I.20 – CUSTOMER FURNISHED ITEM

For the implementation of the Specific Contracts for Lot 2, the Agency may undertake to provide to the Contractor CFIs at times and with a scope specified therein.

I.20.1 The Agency shall make available and the Contractor shall accept and take into custody the CFIs, as provided in the SC. The risk of loss, damage or degradation to any CFI shall lie down with the Contractor from the time the CFI is delivered to the Contractor until the time specified in the Specific Contract.

The Contractor shall take responsibility for the proper usage according to Good Industry Practice, handling, maintenance, and storage of the CFIs upon their receipt. The Contractor shall utilise and / or modify the CFIs only for the purposes and in the way specified in the Specific Contract.

^{Corr. 4}

4.12. The following definitions have been added to Article II.1:

'Deliverable on Demand Mode': shall mean services whose general description of the scope of the deliverable(s) (e.g. through their functionality), duration and amount are provided in the terms of reference, as set out in Article I.3b.1 and whose specific result is identified during the execution of the specific contact according to the modalities under article I.3b.2. ^{Corr. 4}

'Planned Deliverable Mode': shall mean services leading to identified deliverable(s) as determined in the terms of reference and accepted by the Contractor in line with Article I.3a.1 to be provided for a certain period and price. ^{Corr. 4}

4.13. The following definitions have been modified in Article II.1:

'Man-days Person-days' ^{Corr. 4}: The ~~man-days person-days~~ ^{Corr. 4} is defined as a working day of 8 (eight) consecutive hours (plus lunch break): the maximum number of ~~man-days person-days~~ ^{Corr.}

⁴ that can be invoiced for each profile should be equal to the ~~man-days~~ ~~person-days~~ ^{Corr. 4} effectively worked and shall not exceed in any case the number of working days of the Agency in the same period, unless Article I.5.4 of this FWC has been applied.

‘Irregularity’: any infringement of a provision of Union law resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the Union’s budget.

‘Man-days Person-days ^{Corr. 4}: The ~~man-days~~ ~~person-days~~ ^{Corr. 4} is defined as a working day of 8 (eight) consecutive hours (plus lunch break): the maximum number of ~~man-days~~ ~~person-days~~ ^{Corr. 4} that can be invoiced for each profile should be equal to the ~~man-days~~ ~~person-days~~ ^{Corr. 4} effectively worked and shall not exceed in any case the number of working days of the Agency in the same period, unless Article I.5.4 of this FWC has been applied.

‘Performance of a Specific Contract’: the execution of tasks and delivery of the purchased services/~~deliverables~~ ^{Corr. 4} by the Contractor to the Contracting Authority;

4.14 Annex II.IV – Draft Specific Contract

Article 2 is modified as follows:

ARTICLE 2: ENTRY INTO FORCE AND DURATION

2.1 This specific contract shall enter into force on the date on which it is signed by the last party.

2.2 The Specific Contract implementation provision of the services shall start on [xx/xx/xxx].

For Planned Deliverable Mode Tasks

The Contractor shall deliver to the Contracting Authority the deliverables, included in the scope of the Specific Contract, according to the schedule defined in Annex II.I.

For Deliverable on Demand Mode Tasks

The Contractor shall deliver to the Contracting Authority the deliverables, included in the scope of the Specific Contract, according to the schedule established via the mechanism defined in Art. I3b.2 of the Framework Contract, but not later than xx (xx) months after the signature of the Specific Contract ~~services’ starting date~~ ^{Corr. 4} or upon budget exhaustion, whichever occurs earlier.

2.3 The duration of the specific contract may be extended only with the express written agreement of the parties before such period elapses.

2.4 The allocation of budget for each task/deliverable can be changed by a letter co-signed by the EUSPA’s responsible Project Officer & the EUSPA’s Head of Finance and sent by the Contracting Authority to the Contractor, on the condition that the total duration of the Specific Contract, the maximum total price to be paid under this Specific Contract and the budgetary allocation per space component remain unchanged, as well as the budget reallocation is done within the same EU Space programme component. It is herewith clarified that (i) the allocation of the budget and effort between profiles and (ii) the allocation of budget for missions (without prejudice to the provisions of Article I.4.2 of the FWC and respecting the upper budgetary limit set out in the mission plan) and administrative support services within one task/deliverable is indicative and the re-allocation of the said budget and effort between profiles is possible without the additional communication between the contracting parties. ~~The provision of the services under this SC shall respect the schedule presented in delivery schedule (Annexes SC.I and SC.II) and the duration of the SC. It is herewith clarified that the allocation of the budget~~

~~and effort (number of man-days person-days^{Corr. 4}) between the administrative support services provided in Annex SC.I and Annex SC.II is indicative, and the re-allocation is possible without the additional communication between the Parties.~~

- 2.5** Following the communication by the Contracting Authority, the Contractor shall have 5 (five) working days to comment on the updated allocation of budget. In case the Contracting Authority receives no communication from the Contractor within this period, the allocation of budget shall be considered formally updated and applicable^{Corr. 4}
- 2.6** The delivery schedule may be updated monthly through written communication by the Contracting Authority to the Contractor, on the condition that the total duration of the SC and the total maximum price to be paid under this SC remain unchanged.
- 2.7** Following the communication by the Contracting Authority, the Contractor shall have 5 (five) working days to comment on the updated delivery schedule. In case the Contracting Authority receives no communication from the Contractor within this period, the delivery schedule shall be considered formally updated and applicable. The updated delivery schedule shall be also presented to the following progress report as agreed between the Parties.

ARTICLE 2: ENTRY INTO FORCE AND DURATION

2.1 This specific contract shall enter into force on the date on which it is signed by the last party.

2.2 The Specific Contract implementation provision of the services shall start on [xx/xx/xxx].

For Planned Deliverable Mode Tasks

The Contractor shall deliver to the Contracting Authority the deliverables, included in the scope of the Specific Contract, according to the schedule defined in Annex II.I.

For Deliverable on Demand Mode Tasks

The Contractor shall deliver to the Contracting Authority the deliverables, included in the scope of the Specific Contract, according to the schedule established via the mechanism defined in Art. I3b.2 of the Framework Contract, but not later than xx (xx) months after the signature of the Specific Contract services' starting date^{Corr. 4} or upon budget exhaustion, whichever occurs earlier.

2.3 The duration of the specific contract may be extended only with the express written agreement of the parties before such period elapses.

2.4 The allocation of budget for each task/deliverable can be changed by a letter co-signed by the EUSPA's responsible Project Officer & the EUSPA's Head of Finance and sent by the Contracting Authority to the Contractor, on the condition that the total duration of the Specific Contract, the maximum total price to be paid under this Specific Contract and the budgetary allocation per space component remain unchanged, as well as the budget reallocation is done within the same EU Space programme component. It is herewith clarified that (i) the allocation of the budget and effort between profiles and (ii) the allocation of budget for missions (without prejudice to the provisions of Article I.4.2 of the FWC and respecting the upper budgetary limit set out in the mission plan) and administrative support services within one task/deliverable is indicative and the re-allocation of the said budget and effort between profiles is possible without the additional communication between the contracting parties. The provision of the services under this SC shall respect the schedule presented in delivery schedule (Annexes SC. I and SC.II) and the duration of the SC. It is herewith clarified that the allocation of the budget and effort (number of man-days person-days Corr. 4)

between the administrative support services provided in Annex SC.I and Annex SC.II is indicative, and the re-allocation is possible without the additional communication between the Parties.

2.5 Following the communication by the Contracting Authority, the Contractor shall have 5 (five) working days to comment on the updated allocation of budget. In case the Contracting Authority receives no communication from the Contractor within this period, the allocation of budget shall be considered formally updated and applicable^{Corr. 4}

2.6 The delivery schedule may be updated monthly through written communication by the Contracting Authority to the Contractor, on the condition that the total duration of the SC and the total maximum price to be paid under this SC remain unchanged.

2.7 Following the communication by the Contracting Authority, the Contractor shall have 5 (five) working days to comment on the updated delivery schedule. In case the Contracting Authority receives no communication from the Contractor within this period, the delivery schedule shall be considered formally updated and applicable. The updated delivery schedule shall be also presented to the following progress report as agreed between the Parties.

Article 4 is modified as follows:

ARTICLE 4: PAYMENTS

4.1 Payments and approval of payments shall be made in accordance with Articles I.4, I.5, I.6, I.7, II.13, II. 14, II.15, II.16 of the FWC.

4.2 In accordance with Article I.4, payments shall be executed only if the Contractor has fulfilled all its contractual obligations by the date on which the invoice is submitted (with all required information and supporting documents), including submission to the Contracting Authority of:

- ~~a) — the approved activity report and/or deliverable(s) in accordance with the instructions laid down in the relevant Specific Contract and its Annexes,~~^{Corr. 4}
- a) deliverable(s) acceptance sheet(s), duly dated and signed by the Contractor and the Contracting Authority's project officer,
- ~~c) — timesheets stating at least the names of individual Service Providers, the services provided as per the Terms of Reference, the place of services' performance, the dates of services' provision and the service provision pattern of each Service Provider (i.e., hours of service provision as per ARTICLE I.5 — CHARGING OF MAN-DAYS PERSON-DAYS^{Corr.4} RATES of the FWC),~~^{Corr. 4}
- b) a table on actual consumption of travel, accommodation and subsistence expenses, including, if applicable, statements of reimbursable expenses in accordance with ARTICLE II.14 – REIMBURSEMENTS of the FWC;
- c) a list of all created Foreground IPRs, by attaching the filled-in Annex II.IX to the FWC or a declaration stating that there are no such rights were created;
- d) a list of all Background IPRs to the results or parts of the results by attaching the filled-in Annex II.VIII or a declaration stating that there are no such Background IPR, as provided for in Article I.13.24 of the FWC;
- e) any other document in accordance with the relevant Specific Contract.

If by any reason the submission of a deliverable is delayed or not complete by the payment milestone planned, the request for its payment shall be delayed accordingly and may be submitted with the payment request following its delivery.

4.3 As part of the Final Progress Report, the Contractor shall release a final version of the information submitted under Article 4.2 gathering all the costs of the specific contract split among the interim payment periods.

4.15. Annex II.IV – DRAFT SPECIFIC CONTRACT, Annex II.VII – DELIVERABLES ACCEPTANCE SHEET are modified to reflect the updated version of the Draft FWC. The new Annex II.XII: Template Deliverables Request Form has been added to reflect the updated version of the Draft FWC.

Attachment to Corrigendum #4:

1. Updated version of the Tender Specifications
2. Updated versions of the financial Proposal templates (“man-days” replaced by “person-day” and table titles aligned):
 - Annex I.F.1 Lot1Template Financial Table of Answers
 - Annex I.F.1 Lot2Template Financial Table of Answers
3. Updated version of the Draft FWC, including:
 - Updated version of Annex II.IV – DRAFT SPECIFIC CONTRACT
 - Updated version of Annex II.VII – DELIVERABLES ACCEPTANCE SHEET
 - The new Annex II.XII: Template Deliverables Request Form