FRAMEWORK SERVICE CONTRACT GSA/OP/05/15/Lot2

The European GNSS Agency (hereinafter referred to as "the GSA", “the Agency” or “the contracting authority”), represented for the purposes of the signature of this framework contract by Mr Carlo des Dorides, Executive Director,

on the one part, and

[*full official name*]

[*official legal form*]

[*statutory registration number***]**

[*full official address*]

[*VAT registration number*]

(hereinafter referred to as ‘the contractor’), represented for the purposes of the signature of this framework contract by [*forename, surname and function*,]

[The parties identified above and hereinafter collectively referred to as the ‘the contractor’ shall be jointly and severally liable vis-à-vis the contracting authority for the performance of this framework contract.]

on the other part,

HAVE AGREED

to the **special conditions,** the **general conditions for service framework contracts,** the model specific contract and the following annexes:

Annex I.2	Tender Specifications (Invitation to Tender No GSA/OP/05/15/Lot2) and its annexes
Annex II.2.II	Contractor's Tender (No [number], [date])
Annex II.2.III	Non-Disclosure Agreement
Annex II.2.IV	EC Guide to Missions (applicable to the GSA)
Annex II.2.V	List of Pre-Existing Rights (Background Intellectual Property Rights) - TEMPLATE
Annex II.2.VI	Declaration for Foreground Intellectual Property Rights - TEMPLATE
Annex II.2.VII	Declaration on confidentiality and absence of conflict of interest - TEMPLATE
Annex II.2.VIII	Draft Specific Contract – TEMPLATE (enclosed in the present document)

which form an integral part of this framework contract (hereinafter referred to as “the FWC”).

- The terms set out in the special conditions shall take precedence over those in the other parts of the Framework Contract.
- The terms set out in the Framework Contract shall take precedence over those in the Specific Contracts.
- The terms set out in the Specific Contract shall take precedence over those in the other annexes.
- The terms set out in the Tender Specifications (Annex I.2), the Non-Disclosure Agreement (Annex II.2.III), and the Declaration on confidentiality and absence of conflict of interest (Annex II.2.VII) shall take precedence over those in the tender (Annex II.2.II).
- The terms set out in the specific contracts shall take precedence over those in the requests for services (terms of reference).
- The terms set out in the requests for services shall take precedence over those in the specific tenders.

I – SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER

I.1.1 The subject matter of the FWC is the provision of quality management services to the GSA as described in the Tender Specifications – Annex I.2.

I.1.2 Signature of the FWC imposes no obligation on the contracting authority to purchase. Only performance of the FWC through specific contracts is binding on the contracting authority.

ARTICLE I.2 – ENTRY INTO FORCE AND DURATION

I.2.1 The FWC shall enter into force on the date on which it is signed by the last party if it has already been signed by both parties.

I.2.2 Under no circumstances may performance commence before the date on which the FWC enters into force. Execution of the tasks may under no circumstances begin before the date on which the specific contract enters into force.

I.2.3 The FWC is concluded for a period of 12 (twelve) months with effect from the date on which it enters into force. Unless otherwise specified, all periods specified in the FWC are calculated in calendar days.

I.2.4 The specific contracts shall be signed by both parties before the FWC expires.

The FWC shall continue to apply to such specific contracts after its expiry. They shall be executed no later than 6 (six) months after its expiry.

I.2.6 FWC renewal

The FWC shall be renewed automatically up to 3 (three) times under the same conditions, unless written notification to the contrary is sent by one of the parties and received by the other three months before expiry of the period indicated in Article I.2.3 Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 –PRICES

I.3.1 The maximum amount of the FWC shall be EUR 1,680,000 EUR (one million six hundred and eighty thousand euro). However, this must in no way be construed as a commitment on the contracting authority to purchase for the maximum amount.

The maximum prices of the services shall be as listed in Annex II.2.II.

I.3.2 Price revision

Prices shall be fixed and not subject to revision during the duration of the FWC.

I.3.3. Reimbursement of expenses

The prices for services provided under the contract shall be all-inclusive as described in detail in Annex I.2 (therein the “Financial Table of Answers”). No additional reimbursement for costs or expenses shall be made except for reimbursement of travel and accommodation costs for short term missions to the GSA HQ, Prague, in the Czech Republic, to Nordwijk, the Netherlands, and Madrid, Spain, to the GSMC site in Swanwick, UK as well as to other Galileo-related sites. For

these cases, reimbursements shall be granted in accordance with the latest EC Guide to Missions rules applicable to the GSA, but with no additional payments or reimbursements. Such reimbursement in sum with the all-inclusive payments shall in no case exceed the maximum overall amount of the FWC and of the value committed under the specific contract applicable to the payments.

ARTICLE I.4 – PAYMENT ARRANGEMENTS AND PERFORMANCE OF THE FRAMEWORK CONTRACT

I.4.1 Multiple framework contract in cascade

Within 10 (ten) work days of Terms of Reference being sent by the contracting authority to the contractor, the contracting authority shall receive an offer on the provision of the requested quality technician in compliance with the FWC, duly signed and dated.

Before accepting the contractor's offer, the GSA shall have the right to conduct a video interview, through Skype or any other similar available technologies, with the quality technician employee designated in the offer to provide the services allocated to the GSA on site.

Should the GSA consider that the quality of the proposed quality technician is not in line with the Tender Specifications and/or with the contractor's offer, it may decline said person and demand an alternative quality technician to be included in the offer, whom the GSA shall again have the right to interview. In the event that the second quality technician suggested by the contractor is also not deemed suitable for the provision of tasks required by the GSA, it reserves the right to request an offer from the contractor which ranked next in cascade, following the same process for selection of quality technicians.

Within 10 (ten) work days of a specific contract being sent by the contracting authority to the contractor, the contracting authority shall receive it back, duly signed and dated.

Should the contractor fail to comply with any the above mentioned time periods, the GSA may choose to approach the contractor which ranked next in cascade in request for an offer for the Terms of Reference in question, with the contractor having no claim for compensation whatsoever.

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.

I.4.2 Procedure in lack of service quality

In the event that the GSA considers that the quality of the services rendered by the contractor's quality technician is not or no more compliant with requirements of these tender specifications and/or the offer of the contractor, it will inform the contractor accordingly, in order to allow it to correct the situation by the means the contractor considers appropriate and in line with the tender specifications as well as the Framework Contract and the relevant Specific Contract.

The contractor shall communicate to the GSA its proposed solution for correcting the situation without delay, but in no case later than 4 (four) work days following its receipt of the GSA's note on the non-compliance.

The contractor may implement the proposed solution only following the GSA's acceptance, not to be unreasonably withheld and to be communicated to the contractor without delay. Unless otherwise agreed with the GSA in writing, the contractor shall implement the accepted solution, e.g.

replacement against a quality technician agreed by the GSA, without delay, but in no case later than 2 (two) work days following the GSA's note of acceptance.

Should the GSA reject the proposed solution on reasonable grounds, the contractor shall have a final period of 2 (two) work days to suggest an alternative solution to the GSA, once more initiating the aforementioned approval process.

In case the contractor's proposed solution consist of the replacement of the quality technician in question, it shall, already with its proposal, provide the relevant information on the replacement to the GSA (CV and supporting documents for proof of equivalent experience and expertise) and allow the Agency to conduct an interview with said person by video conference following the above mentioned process.

I.4.3 Interim payment

Unless the specific contract details otherwise, the contractor shall submit a monthly invoice, indicating the reference number of the Framework Contract and of the specific contract to which it refers for an interim payment equal to 1/12 of the value of the specific contract for services on the level of senior quality technician and the full value of services provided in the invoicing period on the level of junior quality technician and all costs and expenses for reimbursement of short term missions incurred in the invoicing period in accordance with Article 1.3.3.

Invoices for interim payment shall be accompanied by documents of proof (e.g. copies of timesheets, deliverables) that the services were provided with at required expertise level and for the entire duration as laid down in Annex I.2 and as may be further detailed in the specific contract and, if applicable, statements of reimbursable expenses in accordance with Article II.16.

The GSA shall have thirty (30) days from receipt to approve or reject the documents of proof, and, unless otherwise specified by the GSA in the terms of reference of the relevant specific contract, the contractor shall have fifteen days in which to submit additional information.

If the documents of proof have been found to support the proper provision of services, the contracting authority shall make the payment within 30 (thirty) days from receipt of the invoice.

Any payments against invoice made under the 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 staff performing the services shall remain the sole responsibility of the contractor.

In case services on the level of senior quality technician are finally found by the GSA not to be provided for the entire invoicing period as required under Annex I.2, the GSA has the right to reduce the amount for payment of the 1/12 in proportion to the services not being provided as contractually required. The contractor shall be obliged to (re-)submit its invoice reflecting the reduced amount for payment accordingly.

I.4.4 Payment of the balance

The contractor shall submit an invoice for payment of the balance.

The invoice shall be accompanied by the final report on services provided, documents of proof in accordance with the instructions laid down in the relevant specific contract, a detailed justification of all expenses incurred, including but not limited to copies of timesheets, any other document in accordance with the relevant specific contract and statements of reimbursable expenses in accordance with Articles I.3.3 and II.16.

The GSA shall have thirty (30) days from receipt to approve or reject the final report and/or documents of proof with the associated supporting documents, and, unless otherwise specified by the GSA in the terms of reference of the relevant specific contract, the contractor shall have fifteen days in which to submit additional information or a new final report and/or updated deliverable(s).

Provided the final report and/or deliverable(s) have been approved, the contracting authority shall make the payment within 30 (thirty) days from receipt of the invoice.

GSA retains the right to reduce the payment of the balance and the contractor shall be obliged to provide corrected invoices applying the rules under Articles 1.4.3 accordingly.

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the contractor's bank account denominated in Euro, identified as follows:

Name of bank:

Full address of branch:

Exact designation of account holder:

Full account number including [bank] codes:

IBAN code:

ARTICLE I.6 – COMMUNICATION DETAILS AND DATA CONTROLLER

For the purpose of Article II.6, the data controller shall be the Executive Director of the GSA.

Communications shall be sent to the following addresses:

GSA:
European GNSS Agency
Legal and Procurement Department
Janovskeho 438/2
170 00 Prague
Czech Republic
Email: contracts@gsa.europa.eu

contractor:

[*Full name*]

[*Function***]**

[*Company name***]**

[*Full official address***]**

Email**:** [*complete*]

ARTICLE I.7 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES– SPECIFIC PROVISIONS FOR LONG TERM SERVICES

I.7.1 The Framework Contract shall be governed by Union law, complemented, where necessary, by the law of the Belgium.

I.7.2 Any dispute between the parties in relation to the interpretation, application or validity of the Framework Contract which cannot be settled amicably shall be brought before the courts of the Brussels.

I.7.3 It is the contractor's sole responsibility and duty, also beyond legal acts listed in Annex I.2, to comply and ensure full compliance with all applicable laws of any part of performance under the contract.

I.7.4 No contract of employment shall be established between GSA and the contractor's personnel providing services under the contract. It shall be the contractor's sole responsibility to ensure that its personnel providing services under the contract understand that they are not employed by the GSA and shall not interpret any part of their services to the GSA as creating any employment relationship between them and the GSA. It shall be the contractor's sole duty and responsibility to ensure that no employment relationship between the GSA and the contractor's personnel providing services be ever construed, argued or claimed.

I.7.5 The contractor shall immediately notify the GSA of any other circumstances that might give rise to claims against the GSA on the part of contractor's personnel providing services related to status of employment. In any event the contractor shall take all measures to prevent such claims from arising and shall hold the GSA harmless of any such claim.

I.7.6 The contractor shall guarantee to the GSA that the personnel providing services will not acquire any legal right with respect to GSA under any employment laws or other similar/related laws or rules, whether by reason of duration or other circumstances of services to GSA.

I.7.7 The contractor shall also hold the GSA harmless from any third party claim as may arise from or in connection with the contract or its implementation on grounds or argument of employment.

ARTICLE I.8 - EXPLOITATION OF THE RESULTS OF THE FRAMEWORK CONTRACT

I.8.1 The contractor shall take any necessary step to ensure that the ownership of all copyrights, patents, trademarks, software database and other intellectual property rights, including but not limited to any documentation, data, technical information and know-how, resulting from performance of this Framework Contract and any specific contract thereunder ("foreground IPRs") shall become exclusively vested in the GSA, which may use, publish, modify, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual property rights, including third parties' rights, that already exist prior to the specific contract on an assignment for a specific task being entered into ("background IPRs" or "pre-existing rights"), have been declared by the contractor as per Annex II.2.V prior to starting the implementation of the relevant part of the specific contract – in which latter case the contractor shall:

(i) ensure (through cost-free perpetual licence or otherwise) that the GSA (or the relevant GSA's assignee) can freely use (in the broadest sense meant above without limitation of time, scope or otherwise, i.e. including publish, modify, assign, transfer…) any result delivered to it under the Framework Contract without violating/infringing any such rights and without any costs/charges and;

(ii) hold the GSA (or the relevant GSA's assignee) harmless of any claims in connection with such use.

I.8.2 Notwithstanding the GSA's rights under Article I.8.1 the contractor shall ensure that any foreground IPR is immediately entered into the template provided in Annex II.2VI, and brought to the GSA's attention. The contractor shall present relevant and exhaustive evidence about the acquisition of all the necessary pre-existing rights and third parties' rights together with presentation of foreground IPR, whenever relevant for any use of the results.

ARTICLE I.9 – TERMINATION BY THE GSA

In case the contractor fails to comply with any of the time periods applicable in accordance with Article I.4.2 or in case the GSA, on reasonable grounds, rejects also the second solution proposed by the contractor in the process to remedy lack of service quality as described under Article I.4.2, the GSA shall have the right, without further notice, to terminate the underlying Specific Contract, fully or in part, effective immediately, and to request an offer for provision of the services affected by the termination from the contractor ranked next in cascade.

In the event that the GSA terminates a Specific Contract with the contractor, as a result from the low quality level revealed by the contractor's quality technicians in the performance of its tasks, the GSA may choose to replace the contractor in cascade with the next lower ranked contractor for up to the next two following Specific Contracts, without the contractor having any claim for compensation whatsoever. Following, the contractor's rank in the cascade shall be restored and the GSA may approach it again with requests for offers to Terms of Reference accordingly.

ARTICLE I.10 – TERMINATION BY EITHER PARTY

Either party may, unilaterally and without being required to pay compensation, terminate either the Framework Contract or the specific contract(s) by formally notifying the other party and by giving 1 (one) month notice. Should the contracting authority terminate the Framework Contract, or specific contract(s), the contractor shall only be entitled to payment corresponding to the part-performance of the services ordered before the termination date. The first paragraph of Article II.14.3 shall apply.

ARTICLE I.11 – CONFLICT OF INTERESTS

I.11.1 Conflict of Interests

Without prejudice to Article II.4 the contractor, with the signing of the Framework Contract, irrevocably and explicitly declares the absence of any conflict of interest in the meaning of Article II.4 existing at the signing of the Framework Contract. This declaration shall extend to and cover any members of the contractor's group/consortium and any of the subcontractors and any personnel which the contractor may draw on for the implementation of the contract, in particular but not limited to the quality management technicians.

The contractor, with the signing of the Framework Contract, further irrevocably and explicitly declares and acknowledges that the provisions under Article II.4 shall apply wholly and unconditionally to any members of the contractor's group/consortium and any of the subcontractors and any personnel, in particular but not limited to the quality management technicians, he may draw on for implementation of the Framework Contract at any time during the term of the Framework Contract.

In case the GSA becomes aware of a conflict of interest in the meaning of Article II.4 having existed at the signing of the Framework Contract or at any time during its term it may terminate

the Framework Contract and any specific contract it may have submitted thereunder with immediate effect following prior written notice to the contractor and after having given the contractor the opportunity to submit its observations within a reasonable time period. With the GSA's request to the contractor to submit its observations all work under the Framework Contract, including any specific contract submitted thereunder shall be suspended, with the provisions of Article II.13.2 applying accordingly.

The contractor shall be held responsible for and take any appropriate measures to ensuring that the provisions under this Article I.10.1 and under Article II.4 are extended to, acknowledged, and followed by all members of the contractor's group/consortium and all the subcontractors.

I.11.2 Commitment to GSA policy

The contractor commits that he will abide by the GSA's policy on conflicts of interests as may become universally applicable to all GSA contractors pursuant to a decision by the GSA's Administrative Board and shall sign the declarations, such as but not limited to declarations of interests, which may be required thereunder and may be conditional for continuation of activities under this Framework Contract according to the general GSA policy.

The contractor shall further ensure that also its personnel providing the services under the contract complies with any specific GSA policy applicable to contractors' staff and, in case required by such policy, ensures its staff signs the relevant declarations, with this requirement applying to any consortium member's and subcontractor's staff accordingly.

Should the contractor not comply with these requirements and should such failure seriously affect the provision of the services as required by the GSA under the contract, the GSA shall be entitled to terminate the contract with immediate effect following written notice to the contractor and allowing sufficient time for submitting its observations. With the GSA's request to the contractor to submit its observations all work under the Framework Contract, including any specific contract submitted thereunder shall be suspended, with the provisions of Article II.13.2 applying accordingly.

I.12 NON-DISCLOSURE AGREEMENT

Signature of the Non-Disclosure Agreement (NDA - Annex II.2.III) by the contractor, including any of the members of its group/consortium and subcontractors of this Framework Contract if applicable (based on need-to-know principle) is identified as a mandatory precondition for the validity of this Framework Contract and for placing any specific contract hereunder.

In the frame of the NDA, the contractor shall ensure and be responsible towards the GSA that the provisions of the NDA are followed by any legal entity as well as natural person involved in or performing tasks under this Framework Contract, regardless of fault.

The contractor may not exonerate him-/herself from any failure of this duty in view of the non-performance of the NDA's provisions by any third-party.

I.13 GENERAL SCOPE AND UNDERSTANDING OF THE SERVICE PERFORMANCE

The contractor acknowledges that personnel providing services to the GSA under this contract is not meant to replace GSA staff. Tasks shall be provided for complementing GSA quality management not available in-house - a duplication of tasks is not intended and shall be avoided.

Provision of the services will be coordinated with the contractor's point of contact alone for his/her communication and implementation with the individual quality technicians of the contractor (including consortium members) or subcontractor. Any contractor's (including consortium members) or subcontractor's personnel working at GSA sites shall remain fully under the responsibility of the contractor's or respective subcontractor's control and responsibility as employer– any working area at the GSA site is purely provided for ease of service provision and not replacing the personnel's workplace with his/her employer.

GSA will not directly instruct the contractor's (including consortium members) or subcontractor's individual quality technicians. The parties acknowledge that this contract is (i) not meant to establish any employment relationship between the GSA and the contractor's personnel performing the services and (ii) shall not be permitted to be interpreted as establishing such a relationship. The contractor shall take all measures to ensure this understanding with its personnel and shall indemnify and hold the GSA harmless against any claim which the GSA would face in this respect. The contractor shall ensure that this understanding is clearly communicated and endorsed by all consortium members and subcontractors.

SIGNATURES

For the contractor,	For the contracting authority,
[*Company name/forename/surname/function*]	Carlo Des Dorides
	Executive Director
signature[s]: _____	signature:_____
Done at , [date]	Done at Prague, [date]

In duplicate in English.

II – GENERAL CONDITIONS FOR SERVICE FRAMEWORK CONTRACTS

ARTICLE II. 1 – PERFORMANCE OF THE FRAMEWORK CONTRACT

II.1.1 The contractor shall perform the FWC to the highest professional standards.

II.1.2 The contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for performance of the FWC under the laws and regulations in force at the place where the tasks assigned to it are to be executed.

II.1.3 Without prejudice to Article II.4 any reference made to the contractor's personnel in the FWC shall relate exclusively to individuals involved in the performance of the FWC.

II.1.4 The contractor must ensure that the personnel performing the FWC possesses the professional qualifications and experience required for the execution of the tasks assigned to it.

II.1.5 The contractor shall neither represent the contracting authority nor behave in any way that would give such an impression. The contractor shall inform third parties that it does not belong to the European public service.

II.1.6 The contractor shall be solely responsible for the personnel who executes the tasks assigned to him.

The contractor shall stipulate the following employment or service relationships with its personnel:

(a) personnel executing the tasks assigned to the contractor may not be given orders directly by the contracting authority;

(b) the contracting authority may not under any circumstances be considered to be the employer of the personnel referred to in point (a) and the personnel shall undertake not to invoke against the contracting authority any right arising from the contractual relationship between the contracting authority and the contractor.

II.1.7 In the event of disruption resulting from the action of one of the contractor's personnel working on the contracting authority's premises or in the event that the expertise of one of the contractor's personnel fails to correspond to the profile required by the FWC, the contractor shall replace him without delay. The contracting authority shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel must have the necessary qualifications and be capable of performing the FWC under the same contractual conditions. The contractor shall be responsible for any delay in the execution of the tasks assigned to it resulting from the replacement of personnel.

II.1.8 Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the contractor shall immediately and on its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under this FWC. In such an event the contractor shall give priority to solving the problem rather than determining liability.

II.1.9 Should the contractor fail to perform its obligations under the FWC or specific contract, the contracting authority may - without prejudice to its right to terminate the FWC specific contract or - reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, the contracting authority may claim compensation or impose liquidated damages in accordance with Article II.12.

ARTICLE II.2 – MEANS OF COMMUNICATION

II.2.1 Any communication relating to the FWC or to its performance shall be made in writing and shall bear the FWC number, and if applicable the specific contract number. Any communication is deemed to have been made when it is received by the receiving party unless otherwise provided for in this FWC.

II.2.2 Electronic communication shall be deemed to have been received by the parties on the day of dispatch of that communication provided it is sent to the addressees listed in Article I.6. Without prejudice to the preceding, if the sending party receives a message of non-delivery to or of absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.

Electronic communication shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

II.2.3 Mail sent using the postal services is deemed to have been received by the contracting authority on the date on which it is registered by the department responsible referred to in Article I.6.

Any formal notification shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

ARTICLE II. 3 – LIABILITY

II.3.1 The contractor shall be solely responsible for complying with any legal obligations incumbent on it.

II.3.2 The contracting authority shall not be held liable for any damage caused or sustained by the contractor, including any damage caused by the contractor to third parties during or as a consequence of performance of the FWC, except in the event of wilful misconduct or gross negligence on the part of the contracting authority.

II.3.3 The contractor shall be held liable for any loss or damage sustained by the contracting authority in performance of the FWC, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the relevant specific contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the contractor or of its personnel or subcontractors, the contractor shall have unlimited liability for the amount of the damage or loss.

II.3.4 The contractor shall indemnify and hold the GSA harmless for all damages and costs incurred due to any claim. The contractor shall provide compensation in the event of any action, claim or proceeding brought against the contracting authority by a third party as a result of damage caused by the contractor during the performance of the FWC. In the event of any action brought by a third party against the contracting authority in connection with the performance of the FWC including any alleged breach of intellectual proper-

ty rights, the contractor shall assist the contracting authority. Such expenditure incurred by the contractor may be borne by the contracting authority.

II.3.5 The contractor shall take out an insurance policy against risks and damage relating to the performance of the FWC if required by the relevant applicable legislation. It shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the contracting authority should it so request.

ARTICLE II. 4 - CONFLICT OF INTERESTS

II.4.1 The contractor shall take all the necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and objective performance of the FWC is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.

II.4.2 Any situation constituting or likely to lead to a conflict of interest during the performance of the FWC shall be notified to the contracting authority in writing without delay. The contractor shall immediately take all the necessary steps to rectify the situation. The contracting authority reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.

II.4.3 The contractor declares that it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the FWC.

II.4.4 The contractor shall pass on all the relevant obligations in writing to its personnel and to any natural person with the power to represent it or take decisions on its behalf and ensure that it is not placed in a situation which could give rise to conflicts of interest. The contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the FWC including subcontractors.

ARTICLE II.5 – CONFIDENTIALITY

II.5.1. The contracting authority and the contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the FWC and identified in writing as confidential.

The contractor shall:

(a) not use confidential information and documents for any purpose other than fulfilling its obligations under the FWC, specific contract without prior written agreement of the contracting authority;

(b) ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;

(c) not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the contracting authority.

II.5.2 The confidentiality obligation set out in Article II.5.1 shall be binding on the contracting authority and the contractor during the performance of the FWC and for five years starting from the date of the payment of the balance unless:

(a) the concerned party agrees to release the other party from the confidentiality obligation earlier;

(b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;

(c) the disclosure of the confidential information is required by law.

II.5.3 The contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the FWC, specific contract an undertaking that they will comply with the confidentiality obligation set out in Article II.5.1.

ARTICLE II.6– PROCESSING OF PERSONAL DATA

II.6.1 Any personal data included in the FWC shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the FWC without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of European Union law.

II.6.2 The contractor shall have the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.

II.6.3 The contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II.6.4 Where the FWC requires the processing of personal data by the contractor, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his rights.

II.6.5 The contractor shall grant its personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the FWC.

II.6.6 The contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

(a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:

(i) unauthorised reading, copying, alteration or removal of storage media;

(ii) unauthorised data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;

(iii) unauthorised use of data-processing systems by means of data transmission facilities;

(b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;

(c) record which personal data have been communicated, when and to whom;

(d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting authority;

(e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;

(f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE II. 7 – SUBCONTRACTING

II.7.1 The contractor shall not subcontract without prior written authorisation from the contracting authority nor cause the FWC to be de facto performed by third parties.

II.7.2 Even where the contracting authority authorises the contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of this FWC.

II.7.3 The contractor shall make sure that the subcontract does not affect rights and guarantees granted to the contracting authority by virtue of this FWC, notably by Article II.18.

ARTICLE II. 8 – AMENDMENTS

II.8.1 Any amendment to the FWC or specific contract shall be made in writing before fulfilment of all contractual obligations. A specific contract may not be deemed to constitute an amendment to the FWC.

II.8.2 The amendment may not have the purpose or the effect of making changes to the FWC or to or specific contracts which might call into question the decision awarding the FWC, specific contract or result in unequal treatment of tenderers or contractors.

ARTICLE II. 9 – ASSIGNMENT

II.9.1 The contractor shall not assign the rights, including claims for payments, and obligations arising from the FWC, in whole or in part, without prior written authorisation from the contracting authority.

II.9.2 In the absence of such authorisation, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the contractor shall not be enforceable against the contracting authority and shall have no effect on it.

ARTICLE II. 10 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

II.10.1 Definitions

In this FWC the following definitions apply:

(1) 'results' means any intended outcome of the performance of the FWC which is delivered and finally accepted by the contracting authority;

(2) 'creator' means any natural person who contributed to the production of the result and includes personnel of the contracting authority or a third party;

(3) 'pre-existing rights' means any industrial and intellectual property rights, including background technology, which exist prior to the contracting authority or the contractor ordering them for the purpose of the FWC performance and include rights of ownership and use by the contractor, the creator, the contracting authority and any third party.

II.10.2 Ownership of the results

The ownership of the results shall be fully and irrevocably acquired by the GSA under the FWC including any rights in any of the results listed in the FWC or specific contracts. Those rights may include copyright and other intellectual or industrial property rights, as well as all technological solutions and information contained within these technological solutions, produced in performance of the FWC. The contracting authority may exploit them as stipulated in this FWC or specific contracts. All the rights shall be acquired by the GSA from the moment the results are delivered by the contractor and accepted by the contracting authority. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the contractor to the GSA.

The payment of the price as set out in the specific contracts is deemed to include any fees payable to the contractor in relation to the acquisition of ownership of rights by the GSA including all forms of use of the results.

The acquisition of ownership of rights by the European Union and/or contracting authority under this FWC covers all territories worldwide.

Any intermediary sub-result, raw data, intermediary analysis made available by the contractor cannot be used by the contracting authority without the written consent of the contractor, unless the FWC or specific contract explicitly provides for it to be treated as a self-contained result.

II.10.3 Licensing of pre-existing rights

The GSA shall not acquire ownership of the pre-existing rights.

The contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to the GSA which may use the pre-existing right as foreseen in Article I.8.1 or in specific contracts. All the pre-existing rights shall be licensed to the European Union and/or contracting authority from the moment the results were delivered and accepted by the contracting authority.

The licensing of pre-existing rights to the GSA under this FWC covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

II.10.4 Modes of exploitation

The GSA shall acquire ownership of each of the results produced as an outcome of the FWC which may be used for any of the following purposes:

(a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;

(b) storage of the original and copies made in accordance with this FWC or specific contract;

(c) archiving in line with the document management rules applicable to the contracting authority.

II.10.5 Identification and evidence of granting of pre-existing rights and rights of third parties

When delivering the results, the contractor shall warrant that they are free of rights or claims from creators and third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. This does not concern the moral rights of natural persons.

The contractor shall establish to that effect a list of all pre-existing rights and rights of creators and third parties on the results of this FWC or parts thereof. This list shall be provided no later than the date of delivery of the final results.

In the result the contractor shall clearly point out all quotations of existing textual works. The complete reference should include as appropriate: name of the author, title of the work, date and place of publication, date of creation, address of publication on internet, number, volume and other information which allows the origin to be easily identified.

Upon request by the contracting authority, the contractor shall provide evidence of ownership of or rights to use all the listed pre-existing rights and rights of third parties except for the rights owned by the GSA.

This evidence may refer, inter alia, to rights to: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form), IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

The evidence shall include, as appropriate:

(a) the name and version number of a software product;

(b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;

(c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;

(d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the results were created by its personnel;

(e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities in case it is found that it does not hold the necessary rights, regardless of when and by whom this fact was revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final results.

II.10.6 Creators

By delivering the results the contractor warrants that the creators undertake not to oppose that their names be recalled when the results are presented to the public and confirms that the results can be divulged. Names of authors shall be recalled on request in the manner communicated by the contractor to the contracting authority.

The contractor shall obtain the consent of creators regarding the granting of the relevant rights and be ready to provide documentary evidence upon request.

II.10.7 Persons appearing in photographs or films

If natural, recognisable persons appear in a result or their voice is recorded the contractor shall submit a statement of these persons (or of the persons exercising parental authority in case of minors) where they give their permission for the described use of their image or voice on request by the contracting authority. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

II.10.8 Contractor's copyright for pre-existing rights

When the contractor retains pre-existing rights on parts of the results, reference shall be inserted to that effect when the result is used as set out in Article I.8.1 with the following disclaimer: © - year – European GNSS Agency. All rights reserved. Certain parts are licensed under conditions to the GSA.

II.10.9 Visibility of European Union or GSA funding and disclaimer

When making use of the results, the contractor shall declare that they have been produced within a contract with the GSA and that the opinions expressed are those of the contractor only and do not represent the contracting authority's official position. The contracting authority may waive this obligation in writing.

ARTICLE II. 11 – FORCE MAJEURE

II.11.1 'Force majeure' means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the FWC, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

II.11.2 A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

II.11.3 The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.

II.11.4 The parties shall take all the necessary measures to limit any damage due to force majeure.

ARTICLE II. 12 – LIQUIDATED DAMAGES

The contracting authority may impose liquidated damages should the contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the Tender Specifications.

Should the contractor fail to perform its contractual obligations within the time limits set by the FWC or the relevant specific contract, 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 according to the following formula:

$0.3 \times (V/d)$

V is the price of the relevant purchase;

d is the duration specified in the relevant specific contract or, failing that, the period between the date specified in Article I.4.1 and the date of delivery or performance specified in the relevant specific contract, expressed in calendar days

The contractor may submit arguments against this decision within 30 days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by the contract-

ing authority within 30 days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

The parties expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses incurred due to failure to fulfil obligations which may be reasonably anticipated.

ARTICLE II. 13 – SUSPENSION OF THE PERFORMANCE OF THE FWC

II.13.1 Suspension by the contractor

The contractor may suspend the performance of the FWC or specific contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The contractor shall inform the contracting authority about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the FWC, specific contract.

Once the circumstances allow resuming performance, the contractor shall inform the contracting authority immediately, unless the contracting authority has already terminated the FWC, specific contract.

II.13.2 Suspension by the contracting authority

The contracting authority may suspend the performance of the FWC or specific contract or any part thereof:

(a) if the FWC or specific contract award procedure or the performance of the FWC prove to have been subject to substantial errors, irregularities or fraud;

(b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.

Suspension shall take effect on the day the contractor receives formal notification, or at a later date provided in the notification. The contracting authority shall as soon as possible give notice to the contractor to resume the service suspended or inform the contractor that it is proceeding with termination of the FWC or specific contract. The contractor shall not be entitled to claim compensation on account of suspension of the FWC or specific contract or of part thereof.

ARTICLE II. 14 – TERMINATION OF THE FWC

II.14.1 Grounds for termination

The contracting authority may terminate the FWC, an a specific contract respectively in the following circumstances:

(a) if a change to the contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the FWC or specific contract substantially or call into question the decision to award the FWC;

(b) if execution of the tasks under a pending a specific contract has not actually commenced within 15 days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the contracting authority, taking into account article II.8.2;

(c) if the contractor does not perform the FWC or an specific contract as established in the Tender Specifications or request for service or fails to fulfil another substantial contrac-

tual obligation; termination of three of more or specific contracts on this ground shall constitute ground for termination of the FWC;

(d) in the event of force majeure notified in accordance with article II.11 or if the performance of the FWC or specific contract has been suspended by the contractor as a result of force majeure, notified in accordance with article II.13, where either resuming performance is impossible or the modifications to the FWC or specific contract might call into question the decision awarding the FWC or specific contract, or result in unequal treatment of tenderers or contractors;

(e) if the contractor is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(f) if the contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;

(g) if the contractor is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the applicable law of this FWC or those of the country where the FWC is to be performed;

(h) if the contracting authority has evidence that the contractor or any natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the GSA or the European Union's financial interests;

(i) if the contracting authority has evidence that the contractor or any natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the FWC, including in the event of submission of false information;

(j) if the contractor is unable, through its own fault, to obtain any permit or licence required for performance of the FWC or specific contract;

(k) if the needs of the contracting authority change and it no longer requires new services under the FWC;

(l) when due to the termination of the FWC with one or more of the contractors there is no minimum required competition within the multiple framework contract with reopening of competition.

II.14.2 Procedure for termination

When the contracting authority intends to terminate the FWC or specific contract it shall formally notify the contractor of its intention specifying the grounds thereof. The contracting authority shall invite the contractor to make any observations and, in the case of point (c) of Article II.14.1, to inform the contracting authority about the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification.

If the contracting authority does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any case of termination the contracting authority shall formally notify the contractor about its decision to ter-

minate the FWC or specific contract. In the cases referred to in points (a), (b), (c), (e), (g), (j), (k) and (l) of Article II.14.1 the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), and (i) of Article II.14.1 the termination shall take effect on the day following the date on which notification of termination is received by the contractor.

II.14.3 Effects of termination

In the event of termination, the contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The contractor shall have 60 days from the date on which termination takes effect to draw up the documents required by the special conditions or specific contracts for the tasks already executed on the date of termination and produce an invoice if necessary. The contracting authority may recover any amounts paid under the FWC.

The contracting authority may claim compensation for any damage suffered in the event of termination.

On termination the contracting authority may engage any other contractor to execute or complete the services. The contracting authority shall be entitled to claim from the contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the FWC.

ARTICLE II. 15 – REPORTING AND PAYMENTS

II.15.1 Date of payment

Payments shall be deemed to be effected on the date when they are debited to the contracting authority's account.

II.15.2 Currency

The FWC shall be in Euros.

Payments shall be executed in Euros or in the local currency as provided for in Article I.5.

Conversion between the euro and another currency shall be made according to the daily euro exchange rate published in the *Official Journal of the European Union* or, failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day on which the payment order is issued by the contracting authority.

II.15.3 Costs of transfer

The costs of the transfer shall be borne in the following way:

(a) costs of dispatch charged by the bank of the contracting authority shall be borne by the contracting authority,

(b) cost of receipt charged by the bank of the contractor shall be borne by the contractor,

(c) costs for repeated transfer caused by one of the parties shall be borne by the party causing repetition of the transfer.

II.15.4 Invoices and Value Added Tax

Invoices shall contain the contractor's identification, the amount, the currency and the date, as well as the FWC reference and reference to the specific contract.

Invoices shall indicate the place of taxation of the contractor for value added tax (VAT) purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

The contracting authority is, as a rule, exempt from all taxes and duties, including VAT, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

The contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the FWC are exempt from taxes and duties, including VAT exemption.

II.15.5 Pre-financing and performance guarantees

Pre-financing guarantees shall remain in force until the pre-financing is cleared against interim payments or payment of the balance and, in case the latter takes the form of a debit note, three months after the debit note is notified to the contractor. The contracting authority shall release the guarantee within the following month.

Performance guarantees shall cover performance of the service in accordance with the terms set out in the request for services until its final acceptance by the contracting authority. The amount of the performance guarantee shall not exceed the total price of the specific contract. The guarantee shall provide that it remains in force until final acceptance. The contracting authority shall release the guarantee within a month following the date of final acceptance.

Where, in accordance with Article I.4, a financial guarantee is required for the payment of pre-financing, or as performance guarantee, it shall fulfil the following conditions:

(a) the financial guarantee is provided by a bank or an approved financial institution or, at the request of the contractor and agreement by the contracting authority, by a third party;

(b) the guarantor stands as first-call guarantor and does not require the contracting authority to have recourse against the principal debtor (the contractor).

The cost of providing such guarantee shall be borne by the contractor.

II.15.6 Interim payments and payment of the balance

The contractor shall submit an invoice for interim payment upon delivery of intermediary results, accompanied by a progress report or any other documents, as provided for in Article I.4 or in the Tender Specifications or in the specific contract.

The contractor shall submit an invoice for payment of the balance within 60 days following the end of the period referred to in Article III.2.2, accompanied by a final progress report or any other documents provided for in Article I.4 or in the Tender Specifications or in the specific contract.

Upon receipt, the contracting authority shall pay the amount due as interim or final payment, within the periods specified in Article I.4, provided the invoice and documents have been approved and without prejudice to Article II.15.7. Approval of the invoice and documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of recovery.

II.15.7 Suspension of the time allowed for payment

The contracting authority may suspend the payment periods specified in Article I.4 at any time by notifying the contractor that its invoice cannot be processed, either because it does not comply with the provisions of the FWC, or because the appropriate documents have not been produced.

The contracting authority shall inform the contractor in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by the contracting authority. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the contractor may request the contracting authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, the contracting authority reserves the right to terminate the specific contract in accordance with Article II.14.1(c).

II.15.8 Interest on late payment

On expiry of the payment periods specified in Article I.4, and without prejudice to Article II.15.7, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate) plus eight points. The reference rate shall be the rate in force on the first day of the month in which the payment period ends, as published in the C series of the *Official Journal of the European Union*.

The suspension of the payment period in accordance with Article II.15.7 may not be considered as a late payment.

Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date of actual payment as defined in Article II.15.1.

However, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the contractor only upon request submitted within two months of receiving late payment.

ARTICLE II. 16 - REIMBURSEMENTS

II.16.1 Where provided by the special conditions or by the Tender Specifications, the contracting authority shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets, or failing that, on production of copies or scanned originals, or on the basis of flat rates.

II.16.2 Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

II.16.3 Travel expenses shall be reimbursed as follows:

(a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;

(b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;

(c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;

In addition, travel outside European Union territory shall be reimbursed provided the contracting authority has given its prior written consent.

II.16.4 Subsistence expenses shall be reimbursed on the basis of a daily subsistence allowance as follows:

(a) for journeys of less than 200 km for a return trip, no subsistence allowance shall be payable;

(b) daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the destination;

(c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including meals, local transport which includes transport to and from the airport or station, insurance and sundries;

(d) daily subsistence allowance shall be reimbursed at the flat rates specified in Article I.3;

(e) accommodation shall be reimbursed on receipt of supporting documents proving the necessary overnight stay at the destination, up to the flat-rate ceilings specified in Article I.3.

II.16.5 The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the contracting authority has given prior written authorisation.

II.16.6. Conversion between the euro and another currency shall be made as specified in Article II.15.2.

ARTICLE II. 17 – RECOVERY

II.17.1 If an amount is to be recovered under the terms of the FWC, the contractor shall repay the contracting authority the amount in question according to the terms and by the date specified in the debit note.

II.17.2 If the obligation to pay the amount due is not honoured by the date set by the contracting authority in the debit note, the amount due shall bear interest at the rate indicated in Article II.15.8. Interest on late payments shall cover the period from the day following the due date for payment up to and including the date when the contracting authority receives the full payment of the amount owed.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.

II.17.3 If payment has not been made by the due date, the contracting authority may, after informing the contractor in writing, recover the amounts due by offsetting them against any amounts owed to the contractor by the GSA or by the European Union or by the European Atomic Energy Community or by calling in the financial guarantee, where provided for in Article I.4 or in the specific contract.

ARTICLE II. 18 – CHECKS AND AUDITS

II.18.1 The contracting authority and the European Anti-Fraud Office may check or have an audit on the performance of the FWC. It may be carried out either directly by their own staff or by any other outside body authorised to do so on their behalf.

Such checks and audits may be initiated during the performance of the FWC and during a period of five years which starts running from the date of expiry of the FWC.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the contracting authority. Audits shall be carried out on a confidential basis.

II.18.2 The contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law and under the conditions laid down therein, for a period of five years which starts running from the date of expiry of the FWC.

II.18.3 The contractor shall allow the contracting authority's staff and outside personnel authorised by the contracting authority the appropriate right of access to sites and premises where the FWC is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.

II.18.4 On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the contractor, which shall have 30 days following the date of receipt to submit observations. The final report shall be sent to the contractor within 60 days following the expiry of that deadline.

On the basis of the final audit findings, the contracting authority may recover all or part of the payments made and may take any other measures which it considers necessary.

II.18.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigation conducted by the European Anti-Fraud Office (OLAF), the OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by European Union law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the contracting authority.

II.18.6 The Court of Auditors shall have the same rights as the contracting authority, notably right of access, for the purpose of checks and audits.

SPECIFIC CONTRACT No GSA/OP/05/15/Lot2/SC#

implementing Framework Contract No **GSA/OP/05/15/Lot2**

(Annex II.2.VIII to the Framework Contract)

The European GNSS Agency (hereinafter referred to as "the GSA", "the Agency" or "the contracting authority") represented for the purposes of the signature of this Specific Contract by Mr Carlo des Dorides, Executive Director of the GSA

on the one part,

and

[*full official name*]

[*official legal form*]

[*statutory registration number***]**

[*full official address*]

[*VAT registration number*]

(hereinafter referred to as "the contractor"), [represented for the purposes of the signature of this specific contract by [*forename, surname and function*,]]

[The parties identified above and hereinafter collectively referred to as 'the contractor' shall be jointly and severally liable vis-à-vis the contracting authority for the performance of this specific contract.]

on the other part,

HAVE AGREED

ARTICLE III.1: SUBJECT MATTER

III.1.1 This specific contract implements Framework Contract (FWC) No GSA/OP/05/15/Lot2 signed by the contracting authority and the contractor on [*complete date*].

III.1.2 The subject matter of this specific contract is [*short description of subject*].

III.1.3 The contractor undertakes, in accordance with the terms set out in the FWC and in this specific contract and the annexes thereto, which form an integral part thereof, to perform the following tasks, as specified in Annex SC.I:

ARTICLE III.2: ENTRY INTO FORCE AND DURATION

III.2.1 This specific contract shall enter into force on the date on which it is signed by the last party if it has already been signed by both parties.

III.2.2 The duration of the execution of the tasks shall not exceed **[**days][months**]**. Execution of the tasks shall start from the date of entry into force of this specific contract.

The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE III.3: PRICE

III.3.1 The maximum total price to be paid under this specific contract shall be EUR [*amount in figures and in words*] covering all tasks executed.

III.3.2 In addition to the maximum total price, no other reimbursable expenses are foreseen.

ARTICLE III.4: PAYMENTS

III.4.1 Payments and approval of payments shall be made in accordance with Articles I.3, I.4, II.15, II.16, II.17 of the FWC.

III.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 GSA of [adjust per SC]:

a) The deliverables,

b) Copies of time sheets for verifying continuous service provision according to the requirements of the 'Financial Table of Answers' (distinguishing between senior and junior quality technicians as applicable and – including a summary of the tasks achieved)

c) Proof of costs incurred for short term missions and subject to reimbursement

d) Proof of acceptance of the deliverables by the GSA.

If by any reason the submission of a delivery 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.

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

ANNEXES

Annex SC.I: Terms of reference:

Annex SC.II: contractor's specific offer (No [*complete*] of [*insert date*])

[Annex SC.III: Delivery Schedule]

SIGNATURES

For the contractor,	For the contracting authority,
[*Company name/forename/surname/function*]	Carlo Des Dorides
	Executive Director
signature[s]: _____	signature[s]:_____
Done at [Brussels], [date]	Done at Prague, [date]

In duplicate in English.