

## SERVICE CONTRACT

CONTRACT NUMBER – GSA/NP/05/12

The European GNSS Agency (hereinafter referred to as "GSA"), which is represented for the purposes of the signature of this contract by Mr Carlo des Dorides, Executive Director,

of the one part,

and

and

[official name in full]

[official legal form (Delete if contractor is a natural person or a body governed by public law.)]

[statutory registration number Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [name in full and function,]

of the other part,

HAVE AGREED

the Special Conditions and the General Conditions below and the following Annexes:

Annex I – Tender Specifications (Invitation to Tender No GSA/NP/05/10 of [ ])  
Annex II – Contractor's Tender (No [ ] of [ ])  
Annex III – (if relevant) Negotiation Minutes

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

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Negotiation Minutes (Annex III), which shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by GSA, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

## I – SPECIAL CONDITIONS

### ARTICLE I.1 - SUBJECT

I.1.1. The subject of the Contract is the provision of Reception and Administrative Services to the GSA, at the Agency headquarters located in Janovskeho Street 438/2, Prague 7.

I.1.2. The Contractor, on the terms set out in the Contract and its Annexes, which form an integral part thereof, undertakes to perform the following tasks:

1. Provision of basic information to the public;
2. Provision of practical information regarding the daily life in Prague and the Czech Republic to the GSA staff, support in communication with the Czech authorities and companies for all GSA staff members;
3. Answering incoming telephone calls efficiently:
  - dealing with phone inquiries,
  - operating telephone switchboard,
  - receiving all incoming calls and forwarding them to the related staff,
  - recording and forwarding messages,
  - managing the log of incoming calls and providing statistics on incoming calls as needed by the Agency;
4. Managing the conference rooms' booking system, maintaining accurate records of all meetings / events organised and providing statistics on meeting room usage as needed by the Agency;
5. Receiving all incoming visitors:
  - welcoming official visitors to the Agency,
  - escorting visitors to meetings and the GSA officials,
  - projecting a positive image of the Agency,
  - assisting building's security guards whenever needed,
  - rendering assistance to visitors as appropriate,
  - alerting the responsible Agency staff member,
  - issuing and collecting visitor's badges;
6. Management of post mail:
  - management of post mail,
  - reception of the mail, courier and parcels,
  - managing deliveries of goods to the Agency;
7. Co-operation with the representatives of the landlord (owner of the building);
8. Co-operation with the security guards;
9. Performing basic administrative tasks (printing, photocopying, faxing, filing, archiving, distribution of e-mail correspondence, preparation of letters, etc.);
10. Administrative support to the Czech Liaison officer for the GSA (a contractor of the Czech Ministry of Transport working for the GSA in the GSA building);

11. All other tasks relating to ensuring professional reception service and support for staff, visitors and suppliers of the Agency;
  12. Providing additional practical and/or administrative support to the Agency as required.
- I.1.3. The Contractor shall perform the tasks allocated to him in conformity with the detailed conditions laid down in Annex I of the present Contract, especially in Article 2-Service Requirements.
  - I.1.5. The organization and timeframe for the performance of the tasks will be agreed between the Contractor and the GSA. The agreed timeframe will be binding, and the non- respect will be considered as a failure in the performance of the Contract, in the meaning of Article II.1.9 of General Conditions.
  - I.1.6. The Services shall be provided by the dedicated members of staff nominated for the execution of this Contract on the basis of the proposal made by the Contractor in Annex II.
  - I.1.8. Any replacement of the dedicated members of staff nominated for the execution of this Contract requires the prior written approval of GSA, which shall not be unreasonably withheld or delayed. Appropriate requests shall be accompanied by a justification for the proposed change and by a comprehensive CV of the new proposed member of staff.
  - I.1.9. GSA may request a member of staff to be replaced under the conditions laid down in Article II.4 of Annex I.

#### ARTICLE I.2 - DURATION

- I.2.1. The Contract shall enter into force on the date on which it is signed by the last contracting party (T0).
- I.2.2. Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3. The maximum duration of the tasks shall be of twelve (12) months from the date agreed as the start of execution of the Services.
- 1.2.5. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

#### ARTICLE I.3 – CONTRACT PRICE

- I.3.1. The total fees to be paid by GSA shall be calculated on a daily or hourly fixed rate basis.
  - Daily rate A (basic reception / administrative service for two receptionists, from 8:15 till 17:30 on working days): \_\_\_\_\_ EUR.
  - Hourly rate B (one hour of service of one person from 8:15 till 17:30 on working days): \_\_\_\_\_ EUR.
  - Hourly rate C (one hour of service of one person outside the normal working hours) on working days): \_\_\_\_\_ EUR.
  - Hourly rate D (hour of service of one person during weekend / public holidays): \_\_\_\_\_ EUR.

I.3.2. The total amount to be paid under the Contract over its initial period of 12 months shall not exceed EUR 60,000.00 (sixty thousand Euros).

I.3.3. Prices are expressed in EUR.

1.3.4. Prices shall be fixed and not subject to revision.

#### ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all its contractual obligations by the date on which the invoice is submitted.

I.4.1. Quarterly Interim Payments:

Requests for a quarterly interim payment by the Contractor shall be admissible if accompanied by all the following deliverables:

- A quarterly report describing the work accomplished as well as the number of days/hours performed during that period;
- The relevant invoice, indicating the reference number of the Contract.

provided that the report has been approved by GSA.

GSA shall have 10 days from receipt to approve or reject the report, and the Contractor shall have 10 days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by GSA, an interim payment corresponding to the amount referred to in the invoice shall be made.

I.4.2. Payment of the balance:

The request for payment of the balance of the Contractor shall be admissible if accompanied by:

- A final quarterly report describing the work accomplished as well as the number of days/hours performed during that period;
- The relevant invoice, indicating the reference number of the Contract.

provided that the final report has been approved by GSA.

GSA shall have 10 days from receipt to approve or reject the report, and the Contractor shall have 10 days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by GSA, payment of the balance corresponding to the amount referred to in the invoice shall be made.

#### ARTICLE I.5 – BANK ACCOUNT

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

Name of bank:

Address of branch in full:  
Exact designation of account holder:  
Full account number including codes:  
IBAN code:

#### ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by GSA on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

GSA:  
European GNSS Supervisory Authority  
Contract Officer  
Rue de la Loi, 56  
B-1049 Bruxelles  
Belgium

Contractor:  
(Name of the Company)  
(Name-Function)  
(Address)

#### ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1. The Contract shall be governed by the national substantive law of Belgium.

I.7.2. Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Brussels, Belgium.

#### ARTICLE I.8 – DATA PROTECTION

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 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. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the GSA Data Controller without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Community law. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to GSA Data Controller. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

## II – GENERAL CONDITIONS

### ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

- II.1.1. The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2. The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3. Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4. The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5. The Contractor shall neither represent GSA nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6. The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by GSA;
  - GSA may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of GSA any right arising from the contractual relationship between GSA and the Contractor.
- II.1.7. In the event of disruption resulting from the action of a member of the Contractor's staff working on GSA premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. GSA shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.8. Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to GSA. 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 his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

II.1.9. Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, GSA may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, GSA may impose penalties or liquidated damages provided for in Article II.16.

## ARTICLE II.2 – LIABILITY

II.2.1. GSA shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of GSA.

II.2.2. The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. GSA shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

II.2.3. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against GSA by a third party as a result of damage caused by the Contractor in performance of the Contract.

II.2.4. In the event of any action brought by a third party against GSA in connection with performance of the Contract, the Contractor shall assist GSA. Expenditure incurred by the Contractor to this end may be borne by GSA.

II.2.5. The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He 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 GSA should it so request.

## ARTICLE II.3 - CONFLICT OF INTERESTS

II.3.1. The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to GSA in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

GSA reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from GSA, any member of his staff exposed to such a situation.

II.3.2. The Contractor shall abstain from any contact likely to compromise his independence.



- II.3.3. The Contractor declares:
- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
  - that he 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, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.
- II.3.4. The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to GSA should it so request.

#### ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing:

Not applicable to the present Contract.

II.4.2. Interim payment:

At the end of each of the periods indicated in Annex I the Contractor shall submit to GSA a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt GSA shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If GSA does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where GSA requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3. Payment of the balance:

Within sixty days of completion of the tasks, the Contractor shall submit to GSA a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- Ø a final report;
- Ø the relevant invoices indicating the reference number of the Contract to which they refer;
- Ø statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt GSA shall have the period of time indicated in the Special Conditions in which:

- ∅ to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- ∅ to reject it and request a new report.

If GSA does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where GSA requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

#### ARTICLE 11.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

11.5.1. Payments shall be deemed to have been made on the date on which the GSA's account is debited.

11.5.2. The payment periods referred to in Article 1.4 may be suspended by GSA at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request GSA may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

GSA shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article 1.4 shall begin to run again once the suspension has been lifted.

11.5.3. In the event of late payment the Contractor shall be entitled to interest provided the calculated interest exceeds 200 EUR. In case interest does not exceed 200 EUR, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ("the reference rate") plus seven percentage points ("the margin"). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by GSA may not be deemed to constitute late payment.

#### ARTICLE 11.6 – RECOVERY

11.6.1. If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by GSA.

11.6.2. In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article 11.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

11.6.3. GSA may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. GSA may also claim against the guarantee, where provided for.

#### ARTICLE 11.7 - REIMBURSEMENTS

11.7.1. Where provided by the Special Conditions, the GSA reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

11.7.2. Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

11.7.3. Unless stated otherwise in the Special Conditions, the 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;
- d) travel outside Community territory shall be reimbursed under the general conditions stated above provided GSA has given its prior written agreement.

11.7.4. Unless stated otherwise in the Special Conditions, subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article 1.3.

11.7.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided GSA has given prior written authorisation.

#### ARTICLE 11.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the GSA, which may use, publish, assign or transfer them as it sees fit, without geographical

or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

#### ARTICLE II.9 – CONFIDENTIALITY

II.9.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.9.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

#### ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.10.1. The Contractor shall authorise GSA to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.

II.10.2. Unless otherwise provided by the Special Conditions, GSA shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from GSA

II.10.3. Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from GSA and shall mention the amount paid by GSA. It shall state that the opinions expressed are those of the Contractor only and do not represent GSA's official position.

II.10.4. The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless GSA has specifically given prior written authorisation to the contrary.

#### ARTICLE II. 11 – TAXATION

II.11.1. The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

II.11.2. The Contractor recognises that GSA is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities applicable to GSA.

II.11.3. The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

II.11.4. Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

#### ARTICLE II.12 – FORCE MAJEURE

- II.12.1. Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2. Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3. Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.12.4. The contracting parties shall take the necessary measures to reduce damage to a minimum.

#### ARTICLE II.13 – SUBCONTRACTING

- II.13.1. The Contractor shall not subcontract without prior written authorisation from GSA nor cause the Contract to be performed in fact by third parties.
- II.13.2. Even where GSA authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to GSA under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.13.3. The Contractor shall make sure that the subcontract does not affect rights and guarantees to which GSA is entitled by virtue of the Contract, notably Article II.17.

#### ARTICLE II.14 – ASSIGNMENT

- II.14.1. The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from GSA
- II.14.2. In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on GSA.

#### ARTICLE II.15 – TERMINATION BY GSA

II.15.1. GSA may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his 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;

- (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) where the Contractor has not fulfilled 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 he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (e) where GSA seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by GSA as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in GSA's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within two weeks of the date foreseen, and the new date proposed, if any, is considered unacceptable by GSA;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.15.2. In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.15.3. Prior to termination under point e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4. Consequences of termination:

In the event of GSA terminating the Contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

GSA may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination GSA may engage any other contractor to complete the services. GSA shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

#### ARTICLE II.16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to GSA's right to terminate the Contract, GSA may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by GSA within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. GSA and the Contractor 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 that may be reasonably anticipated from such failure to perform obligations.

#### ARTICLE II.17 – CHECKS AND AUDITS

II.17.1. Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance.

II.17.2. GSA or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.

II.17.3. In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

#### ARTICLE II.18 – AMENDMENTS



Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

ARTICLE 11.19 – SUSPENSION OF THE CONTRACT

Without prejudice to the GSA's right to terminate the Contract, GSA may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. GSA may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

SIGNATURES

For the Contractor,  
[Forename/surname/function]

\_\_\_\_\_

\_\_\_\_\_

For the GSA,  
Mr. Carlo des Dorides,  
Executing Director

signature: \_\_\_\_\_

signature: \_\_\_\_\_

Done at Brussels on [date] / /2012

Done at Brussels on / /2012

In duplicate in English.



## ANNEX I

### Tender Specifications

ANNEX II

Contractor's Tender

ANNEX III

Negotiation Minutes