



FRAMEWORK SERVICE CONTRACT NUMBER – GSA/OP/02/11/LOT X

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

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[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/OP/02/11)

Annex II – Contractor's Tender (No [complete] of [complete])

Annex III – Specific Contract

Annex IV- Daily allowances and maximum hotel prices grid

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 specific contracts (Annex III), the latter taking precedence over 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 the GSA, subject to the rights of the Contractor under Article I.8 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1 The subject of the Contract is [DESCRIPTION OF THE RELEVANT LOT].
- I.1.2 Signature of the Contract imposes no obligation on the GSA to purchase. Only implementation of the Contract through specific contracts is binding on the GSA.
- I.1.3 Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and execute the tasks in accordance with all terms and conditions of the Contract.
- I.1.4 The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the GSA.

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.
- I.2.2 Under no circumstances may implementation commence before the date on which the Contract 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 Contract is concluded for a period of twelve (12) months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4 The specific contracts shall be returned signed before the Contract to which they refer expires.

The Contract shall continue to apply to such specific contracts after its expiry, but no later than six (6) months.
- I.2.5 The Contract may be renewed up to three (3) times, each time for a period of twelve (12) months only before expiry of the Contract and with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 –PRICES

- I.3.1 The prices of the services shall be as listed in Annex II.
- I.3.2 Prices shall be expressed in EUR.
- I.3.3 Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

From the beginning of the second year of duration of the Contract, [80%] of each price may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered

letter no later than three months before the anniversary of the date on which it was signed. The GSA shall purchase on the basis of the prices in force on the date on which specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index EICP published for the first time by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(0,2 + 0,8 \frac{Ir}{Io} \right)$$

where:

- Pr = revised price;
- Po = price in the original tender;
- Io = index for the month in which the validity of the tender expires;
- Ir = index for the month in which the revised prices take effect.

- I.3.4. In addition to the total amount specified in each specific contract, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications. The daily subsistence allowance referred to in Article II.7 shall be determined in accordance with Annex VI.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

- I.4.1 Within ten (10) working days of a request for services being sent by the GSA to the Contractor, the GSA shall receive an estimate of the resources to be allocated for its execution, with particulars in support.

Within ten (10) working days of a specific contract being sent by the GSA to the Contractor, the GSA shall receive it back, duly signed and dated.

ARTICLE I.5 – PAYMENT PERIODS

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous specific contracts have not been executed as a result of default or negligence on the part of the Contractor.

- I.5.1 Pre-financing:

If applicable, pre-financing will be determined in the specific contract.

Within thirty (30) days of the latest of the following dates:

- the date on which the Contractor returns the specific contract and the relevant invoice, indicating the reference number of the Contract and of specific contract to which it refers,
- the receipt by the GSA of a duly constituted financial guarantee equal to at least ten (10) % of the total value of the order or specific contract, a pre-financing payment of 30 (thirty) % of the total value of the order or specific contract shall be made.

I.5.2 Interim payment:

If applicable, interim payment(s) will be determined in the specific contract.

Requests for interim payment by the Contractor in accordance with the instructions laid down in Annex I shall be admissible if accompanied by:

- deliverable(s) referred to in the specific contract(s)
- statements of reimbursable expenses in accordance with Article II.7
- the relevant invoices, indicating the reference number of the Contract and of the specific contract to which they refer.

provided the deliverable has been approved by the GSA.

The GSA shall have twenty (20) days from receipt to approve or reject the deliverable, and the Contractor shall have twenty (10) days in which to correct the deliverable.

Within thirty (30) days of the date on which the deliverable is approved by the GSA, an interim payment corresponding to the relevant invoices shall be made.

I.5.3. Payment of the balance:

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

- the deliverable(s) in accordance with the instructions laid down in Annex I and referred to in the specific contract(s).
- statements of reimbursable expenses in accordance with Article II.7
- the relevant invoices, indicating the reference number of the Contract and of the specific contract to which they refer.

provided the deliverable has been approved by the GSA.

The GSA shall have twenty days from receipt to approve or reject the deliverable(s), and the Contractor shall have twenty days in which to correct the deliverable(s).

Within thirty (30) days of the date of receipt of the relevant invoice(s) of the date on which the deliverable is approved by the GSA, payment of the balance corresponding to the relevant invoices shall be made.

[For Contractors established in Belgium, the orders shall include the following provision: "En Belgique, l'utilisation de ce bon de commande vaut présentation d'une demande d'exemption de la TVA n° 450" or an equivalent statement in

the Dutch or German language. The Contractor shall include the following statement in his invoice(s): "Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA" or an equivalent statement in the Dutch or German language.]

ARTICLE I.6 – BANK ACCOUNT

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

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
IBAN code: [complete]

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

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

GSA:

Ms Vanessa Roiseux
Legal Department
European GNSS Agency
Rue de la Loi, 56
B-1049 Brussels
Belgium
Email: contracts@gsa.europa.eu
Fax: +32 2 29 20741

Contractor:

Mr/Mrs/Ms [complete]
[Function]
[Company name]
[Official address in full]
Email: [complete]
Fax: [complete]

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.8.1. The Contract shall be governed by the national substantive law of Belgium.

I.8.2. Any dispute between the contracting 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.9 – DATA PROTECTION

Any personal data included in or relating to the Contract, including its execution, 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 without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community. 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 the GSA. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 2 months formal prior notice. Should the GSA terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. 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.

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 the 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 executes 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 the GSA;
- the 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 the GSA any right arising from the contractual relationship between the 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. The 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 the 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, the 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, the GSA may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II. 2 – LIABILITY

II.2.1 The 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 the 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. The 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 the 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 the GSA in connection with performance of the Contract, the Contractor shall assist the GSA. Expenditure incurred by the Contractor to this end may be borne by the 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 the 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 the GSA in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The 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 the 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 the GSA should it so request.

ARTICLE II. 4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

Where required by Article I.5.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the GSA at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the GSA to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The GSA shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2 Interim payment:

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

- Ø an interim technical report in accordance with the instructions laid down in Annex I;
- Ø the relevant invoices indicating the reference number of the Contract and of the order or specific 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 the GSA shall have the period of time indicated in the Special Conditions in which:

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

If the 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 the 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 referred to in each order or specific contract, the Contractor shall submit to the GSA a formal request for payment accompanied by those of the following documents, which are provided for in the Special Conditions:

- Ø a final technical report in accordance with the instructions laid down in Annex I;
- Ø the relevant invoices indicating the reference number of the Contract and of the order or specific 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 the GSA shall have the period of time indicated in the Special Conditions in which:

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

If the 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 the 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 II. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1 Payments shall be deemed to have been made on the date on which the GSA's account is debited.

II.5.2 The payment periods referred to in Article I.5 may be suspended by the 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, the 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.

The GSA shall notify the Contractor accordingly and set out the reasons for the suspension 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 I.5 shall begin to run again once the suspension has been lifted.

II.5.3 In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, 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 the GSA may not be deemed to constitute late payment.

ARTICLE II. 6 – RECOVERY

11.6.1 If total payments made exceed the amount actually due 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 the 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 In the event of failure to pay by the deadline specified in the request for reimbursement, the 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. The GSA may also claim against the guarantee, where provided for.

ARTICLE 11.7 - REIMBURSEMENTS

11.7.1. The travel and subsistence expenses shall be reimburse on lump sum basis. However, where expressly provided by the Specific Contract, the GSA shall reimburse travel expenses and relating subsistence allowances if any, which are directly connected with the execution of the tasks on production of the following as an annex to the invoice:

- 1) Prior written agreement from the GSA on the details of the mission (e.g. purpose of meeting, location and duration, number of participants from Contractor's side, ...);
- 2) Statement of expenses, clearly listing the name of traveller and the cost(s) in detail and the total;
- 3) Copies of all supporting documents for all expenses requested to be reimbursed, including receipts, booking confirmations, used tickets, cancellation requests etc.

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

11.7.3. Travel expenses shall be reimbursed as follows:

Travel by rail

Travel expenses are reimbursed for first-class travel by the shortest and most cost-effective route. The cost of seat reservations can also be reimbursed on presentation of supporting documents.

Travel by air

Air travel must be booked in economy class or equivalent, at the lowest available rates, taking into account the times of meetings and/or special features of the mission, for journeys up to four hours flying time.

For journeys of at least four hours continuous flying time, business-class or equivalent, at the lowest available rates, may be booked, taking into account the times of meetings and/or special features of the mission.

Requests for exceptions to the above general rule must be approved in advance by the GSA.

Car hire / Private car

Utilisation of car hire must be duly substantiated and approved by the GSA prior to the mission.

The use of a private car is authorised where this improves cost effectiveness and particularly where the vehicle is shared by several participants to the mission. In such case, the reimbursement shall be computed on the basis of the kilometre allowance, currently fixed at €0.22 per kilometre.

Other relating expenses (e.g. motorway tolls) can also be reimbursed on presentation of the corresponding supporting documents.

Travel by boat

The appropriate class and cabin supplements may be authorised in accordance with the needs of the service and in line with the length and cost of the trip.

Taxis - parking

The daily subsistence allowance is considered to cover all expenses on taxis fares/parking incurred by the Contractor on mission.

Exceptions to the above general rule may be reimbursed on the basis of a duly substantiated application to be approved by the GSA and accompanied by supporting documents.

11.7.4. Subsistence expenses shall be reimbursed on the basis of following principles:

General rules

For journeys of less than 200 km (return trip) no subsistence allowance shall be payable.

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.

Daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Annex VI.

Calculation

Daily subsistence allowances are to be calculated as follows:

Length of mission:

- 1) six hours or less: reimbursement of actual expenses (on production of supporting documents);
- 2) more than six hours but not more than twelve hours: half the daily allowance;
- 3) more than twelve hours, but not more than twenty-four hours: the daily allowance;
- 4) more than twenty-four hours but not more than thirty-six hours: one and a half times the daily allowance;
- 5) more than thirty-six hours but not more than forty-eight hours: twice the daily allowance;
- 6) more than forty-eight hours but not more than sixty hours: two and a half times the daily allowance, and so on.

The daily allowance rates are subject to periodic review by the GSA.

Expenses covered

The daily subsistence allowance is paid as a flat-rate amount and is considered to cover breakfast and two main meals, local travel, the cost of telecommunications, including fax and Internet, and all other sundries.

Additional reimbursements may be made on submission of a duly substantiated application to be approved by the GSA and accompanied by supporting documents.

11.7.5. Accommodation expenses shall be reimbursed on the basis of following principles:

General rules

Contractor's staff going on mission must take into account the allowances to which they are entitled (see Annex VI).

The copy of the bill must be attached to the statement of expenses and must state separately any breakfast taken.

11.7.6. Length of the mission shall be calculated as follows:

The length of a mission is calculated from the time of departure of the means of transport used to the time of its arrival on return to the place of employment.

Travel must be organised so that the mission lasts as short a time as possible given the starting and finishing times of meetings, the means of transport and type of tickets used, and is as cost-effective as possible.

11.7.7. Cancellations or modifications to a mission shall be treated as follows:

Where cancellation or modification to a mission is independent of the Contractor's decision, as well as unforeseen and unpredictable, costs incurred by the Contractor due to the cancellation or modification to the mission are reimbursable, provided that the Contractor has taken all immediate necessary measures and due diligence to avoid such costs.

Failure to do so or negligence on the part of the Contractor will result in any such costs incurred by the Contractor being borne by the Contractor itself.

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 11. 9 – CONFIDENTIALITY

11.9.1. 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.

11.9.2. 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 11.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

11.10.1 The Contractor shall authorise the 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 1.9 shall apply.

11.10.2 Unless otherwise provided by the Special Conditions, the 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 the GSA.

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

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 the GSA nor cause the Contract to be performed in fact by third parties.

II.13.2 Even where the GSA authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the 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 the 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 the 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 the GSA.

ARTICLE II. 15 – TERMINATION BY THE GSA

II.15.1 The GSA may terminate the Contract, a pending order or a specific 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 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;
- (c) where the GSA has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;

- (d) where the GSA has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (e) where the GSA has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (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 the 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 the GSA's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days¹ of the date foreseen, and the new date proposed, if any, is considered unacceptable by the 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 c), d), 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 the GSA terminating the Contract or a pending order or specific 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

¹ This period can be modified in the Special Conditions depending on the nature of the contract.

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.

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

On termination the GSA may engage any other contractor to execute or complete the services. The GSA shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable under the Contract.

ARTICLE II.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the GSA may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

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 the GSA's right to terminate the Contract, the GSA may decide to impose liquidated damages of 0.2%² of the amount of the relevant purchase 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 the 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. The 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

² The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

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 of the last implementation.

II.17.2 The 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 of the last implementation.

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 of the last implementation.

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. An order or a specific contract may not be deemed to constitute an amendment to the Contract.

ARTICLE II. 19 – SUSPENSION OF THE CONTRACT

Without prejudice to the GSA's right to terminate the Contract, the GSA may at any time and for any reason suspend execution of the Contract, pending orders or specific contracts 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. The 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, of the orders or specific contracts, or of part thereof.

SIGNATURES

For the Contractor,
[Company
name/forename/surname/function]

For the GSA,
Carlo des Dorides, Executive Director

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.



ANNEX I

Tender Specifications

[To be attached]



ANNEX II

Contractor's Tender

[To be attached]

ANNEX III

SPECIFIC CONTRACT No [complete]
implementing Framework Contract No GSA/OP/02/11/LOT X

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

of the one part,

and

[official name in full]
[official legal form]
[statutory registration number]
[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

ARTICLE III.1: SUBJECT

- III.1.1 This specific contract implements Framework Contract No GSA/OP/02/11 signed by the GSA and the Contractor on [complete date] [and renewed on complete date].
- III.1.2 The subject of this specific contract is [short description of subject].
- III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:] [specified in Annex [complete].]

ARTICLE III.2: DURATION

- III.2.1 This specific contract shall enter into force [[on the date on which it is signed by the last contracting party].
- III.2.2 The duration of the tasks shall not exceed [days/months]. Execution of the tasks shall start from [date of entry into force of this specific contract] or [indicate date]. 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 total amount to be paid by the GSA under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

III.3.2 In addition to the price [no reimbursable costs are foreseen] [costs up to an amount of EUR ... will be reimbursed according to the provisions of the Framework contract]

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

ARTICLE III.4: ANNEXE[S]

Annex A – Statement of work by the GSA

Annex B – Contractor's specific offer (no [complete] of [complete])

Annex C – Other annexes

SIGNATURES

For the Contractor,
[Company
name/forename/surname/function]

For the GSA,
Carlo des Dorides, Executive Director

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.



Annex IV

Daily allowances and maximum hotel prices grid

[To be attached]