



FRAMEWORK SERVICE CONTRACT NUMBER – GSA/OP/11/19

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 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**, and the following annexes:

Annex I	Tender specifications
Annex II	Contractor's tender
Annex III	Template specific contract

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

- The terms set out in the special conditions shall take precedence over those in the other parts of the FWC.
- The terms set out in the general conditions shall take precedence over those in the model specific contract
- The terms set out in the model specific contract shall take precedence over those in the other annexes.
- The terms set out in the tender specifications (Annex I) shall take precedence over those in the tender (Annex II).
- The terms set out in the framework contract shall take precedence over those in the specific contracts.
- The terms set out in the specific contracts shall take precedence over those in the requests for services.
- 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 interim workers by a temporary-work agency to the GSA.
- 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.
- I.1.3 Multiple framework contract**

The contractor is selected for a **multiple FWC in cascade** in the [●] position.

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.
- 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 twelve (12) 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 six (6) months after its expiry.

I.2.5 FWC renewal

The FWC shall be renewed automatically up to three (3) 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 for its entire duration, including its renewals as the case may be, shall be [●]. However, this must in no way be construed as a commitment on the contracting authority to purchase for the maximum amount.
- I.3.2** The maximum unit prices of the services are listed in the “Financial Offer”, which forms a part of contractor’s tender in Annex II. Therefore, the maximum unit prices amount to:

[financial grid to be inserted]

The maximum unit prices specified in the table hereinabove are fixed and firm and shall include all cost and expenses with the exceptions specified in this section and Section I.3.3.

The all-inclusive monthly price may be increased by costs of vouchers (provided by the contractor to interim workers in order to ensure the compliance with the principle of equal treatment of interim worker) paid by the contractor according to conditions laid down in the tender specifications (Annex I).

If GSA posts the interim worker to a business trip (mission), the all-inclusive monthly price shall be increased according to conditions laid down in the tender specifications (Annex I) .

I.3.3 Price revision

If the competent EU institution takes a decision on amendment of the amount of the basic salaries of EU staff which is applicable to the GSA staff, the all-inclusive monthly price shall be increased or decreased as of 1st of January of the year following this decision by applying these rules:

- the part of the all-inclusive monthly price corresponding to *basic full-time monthly salary (net)* shall be increased or decreased by applying the percentage corresponding to the amendment of the amount of the basic salaries of GSA staff members based on the decision of the EU institution;
- the part of the all-inclusive monthly price corresponding to *contributions to social security, health insurance and taxes* shall be increased or decreased by applying the percentage corresponding to the amendment of the amount of the basic salaries of GSA staff members based on the decision of the EU institution;
- other parts of the all-inclusive monthly price shall remain the same.

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

I.4.1 Multiple framework contract in cascade

For implementation of the FWC the procedure described under section 2.1.3 of Annex I shall apply.

I.4.2 Payment

- (i) Payments shall be made in accordance with services rendered applying the prices applicable per profile of the interim worker provided in Section I.3.2.
- (ii) The contractor shall submit monthly invoices for services rendered to the Agency under each specific contract, referring to the specific contract.
- (iii) The contractor must ensure immediate replacement for the absent interim worker. In case of non-replacement, all-inclusive monthly price and cost of voucher shall be pro rata decreased by the period of absence of the interim worker. The provisions of previous sentences do not apply in case of absence
 - due to sickness of the interim worker for the first five working days per month (contractor being obliged to replace the worker as of sixth working day and, in case of non-replacement, all-inclusive monthly price and cost of voucher shall be pro rata decreased as of sixth day);
 - on a public holiday or

- when the interim worker takes approved annual leave.
- (iv) With each monthly invoice the contractor shall submit a time sheet with a list of names of the interim workers assigned to the Agency for that month indicating the number of days of their assignment as either the entire month or a fraction thereof. The list shall be signed by a duly authorised representative of the contractor.
- (v) The contracting authority shall have 30 days from receipt of the invoice and the list to approve the list and make payment.

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 European GNSS Agency.

Communications shall be sent to the following addresses:

Contracting authority:

European GNSS Agency

Legal and Procurement Department

Janovskeho 438/2

170 00 Prague 7 – Holesovice

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 INTERIM WORKERS

I.7.1 It is the contractor's sole responsibility and duty, also beyond legal acts listed in Annex I, to comply and ensure full compliance with all applicable laws of any part of performance under the contract, particularly with applicable regulatory, environmental, social and labour law obligations.

I.7.2 No contract of employment shall be established between GSA and the interim worker. It shall be the contractor's sole duty and responsibility to ensure that no employment relationship between the GSA and any interim worker be ever construed, argued or claimed.

I.7.3 The contractor shall guarantee to the GSA that the interim worker 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 their assignment to GSA. If, despite the previous sentence, the interim worker acquires any such legal right with respect to the GSA, the contractor shall indemnify the GSA for any performance provided to the interim worker by the GSA.

I.7.3 The contractor shall immediately notify the GSA of any situation regarding length of assignment or other circumstances that might give rise to claims on the part of any interim worker. In any event the contractor shall take all measures to prevent such claims from arising and shall hold the GSA harmless of any such claims.

I.7.4 The contractor shall hold the GSA harmless from any third party claims as may arise from or in connection with the contract or its implementation, in particular (without limitation) any claims brought about by interim agency workers, whether on employment grounds/arguments or otherwise, to the maximum extent permitted by law. It shall be the contractor's sole responsibility to ensure that interim agency workers understand that they are not employed by the GSA and shall not interpret any part of their assignment to the GSA as creating any employment relationship between them and the GSA. Further the contractor shall indemnify the GSA for any claims raised by interim agency workers as a (direct or indirect) result of the contract.

I.7.5 The contractor shall fully comply with Temporary Agency Work Directive and respective implementing (national) regulations in order to ensure the protection of interim workers and to improve the quality of temporary agency work by ensuring that the principle of equal treatment is applied to interim workers taking into consideration the level of the comparability of agency worker to relevant GSA staff member(s). The contractor undertakes to provide the interim workers with working conditions which are equal to those provided by the GSA to its staff. These working conditions shall comply with minimum requirements laid down in the national law by which the contractor is bound. In particular, the contractor shall provide the interim workers with equal conditions regarding

salaries

vouchers in the value which is necessary to ensure the compliance with contractor's obligation to ensure equality of treatment under the above-mentioned national law.

If the GSA suffers any harm and losses due to contractor's breach of this duty, the tenderer will be obliged to compensate any such harm and losses to the GSA.

I.7.6 The contractor waives any rights against the GSA which could arise in connection with damages provided by the contractor to the interim worker related to working tasks for the GSA or in direct connection therewith

I.7.7 The FWC shall be governed by European Union law, complemented, where necessary, by the law of Belgium.

I.7.8 Any dispute between the parties in relation to the interpretation, application or validity of the FWC which cannot be settled amicably shall be brought before the courts of Brussels, Belgium.

ARTICLE I.8 - INTELLECTUAL PROPERTY RIGHTS

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 prior to starting the implementation of the relevant part of the specific contract using a template to be provided by the GSA upon request. In the latter case the contractor shall:

- (vi) 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 and any specific contract thereunder without violating/infringing any such rights and without any costs/charges and;
- (vii) 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 to be provided by the GSA upon request and brought to the GSA’s attention.

I.8.3 Extension to interim workers

- (i) The contractor’s obligations under Articles I.8.1 and I.8.2 shall without limitation apply to any foreground IPRs created by interim workers and any relevant background IPR of interim workers under the framework contract and any specific contract thereunder. The contractor shall present relevant and exhaustive evidence about the acquisition of all the necessary pre-existing rights and third parties' rights.
- (ii) Any compensation an employer may owe to its employees subject to invention law or any related legal constructs under any applicable law shall be completely borne by the contractor with no right to reimbursement against the GSA. The contractor shall hold the GSA free and harmless of any such claim in relation to the framework contract and specific contracts.
- (iii) The contractor and the GSA shall be separately responsible and hold each other free and harmless of any third party claims resulting from infringement of intellectual property rights in case they require a interim worker to use intellectual property of third parties in order to perform tasks under the framework contract and specific contracts.

- (iv) The contractor shall reimburse the GSA in full for any claim for payment the latter would face due to infringement of third party rights by the contractor or any interim worker subject to the framework contract and specific contracts.

I.8.4 IPR declaration

The contractor shall declare both foreground and background IPRs by signing the templates which will be provided by the GSA.

ARTICLE I.9 – CONFIDENTIALITY, SECURITY, CONFLICTS OF INTEREST, APPLICABLE STANDARDS

- I.9.1** The contractor **commits** towards the Agency to **ensure** through adequate arrangements with its assigned interim workers that they:
- are bound to follow any security rules as may be set/updated by the Agency from time to time for its staff at the GSA site of the assignment – any such rules shall be provided to the contractor;
 - are bound to follow any confidentiality rules as may be set/updated by the Agency from time to time for staff dealing with personal data and recruitments;
 - are bound to submit any declaration of interest as may be set/updated by the Agency for its staff from time to time;
 - are bound to follow “smart casual” dress code, suitable for public administration office of international character.
- I.9.2** The contractor shall include a **confidentiality clause** in the employment agreement concluded with its interim workers subject to this framework contract and any specific contract thereunder and the requirement to fully respect the **GSA internal rules** made available from time to time.
- I.9.3** The contractor shall ensure that its interim workers are ready to sign a “**confidentiality and absence of conflict of interest declaration**” with the GSA before commencing their assignment. Such form is liable to evolve from time to time and will possibly cover additional aspects that shall not in any way relieve the contractor from any of its obligations.

ARTICLE I.10 – TERMINATION BY EITHER PARTY

- I.10.1** Notwithstanding any other termination rights of the Agency, the contracting authority shall be entitled to unilaterally terminate the framework contract and/or any specific contract thereunder by written notice, in case the contractor fails to maintain any required license throughout the contract term. Unless stipulated otherwise in the termination note, the termination shall be effective immediately or from the date of the legal requirements for provision of the temporary-work agency services ceased to exist, whichever the earlier.
- I.10.2** Should the contracting authority terminate the framework contract and/or any specific contract thereunder, 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 – DURATION OF ASSIGNMENT, EARLY TERMINATION AND REPLACEMENT

The duration of the assignment of the respective interim worker to the GSA shall be specified in the relevant Specific Contract before the respective assignment starts. Any extension shall be agreed between the GSA and the Contractor prior to expiry of the initial assignment.

In case of dissatisfaction with the work of an interim worker under a Specific Contract the GSA shall inform the Contractor thereof describing the reason for the dissatisfaction. The GSA may, at its discretion, choose to terminate the Specific Contract for the assignment with a 15 calendar days' notice period before the end of its term on the grounds of non-compliance of the work performed by the assigned interim worker with the requirements specified in the Tender Specification, FWC, Request for Services Procedure and /or Specific Contract. At the same time, the GSA may allow or request the Contractor to replace the interim worker for another who fulfils the requirements for the work as described in the Specific Contract.

The assigned interim worker is entitled to terminate the temporary assignment before the end of its term at any time (i.e. without any grounds) / on the grounds of personal/professional reasons by notice with 15 calendar days' notice period.

Conditions of early termination and replacement are described in Article I.11 of the FWC.

SIGNATURES

For the contractor,

[•]

[•]

signature[s]: _____

Done in _____, on _____

For the contracting authority,

Mr. Carlo des Dorides

Executive Director

signature _____

Done in Prague, on _____

In duplicate in English.

II – GENERAL CONDITIONS FOR SERVICE FRAMEWORK CONTRACTS

ARTICLE II. 1 – PERFORMANCE OF THE FWC

- 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** During a period of temporary assignment of an interim worker (by a contractor that is his employer) to perform work at the site of GSA, the interim worker shall be given working tasks and his work shall be organized, managed and supervised by the GSA. However, the GSA may not make any legal acts in relation to the interim worker in the name and on behalf of 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 GSA is entitled to terminate the specific contract on assignment. 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 order form or specific contract, the contracting authority may - without prejudice to its right to terminate the FWC or order form or specific contract - 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 order form or 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 obligation 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 order form or 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 property 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, order form or 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, order form or 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 must be processed in accordance with the applicable rules on the protection of individuals with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data². Such data shall be processed by the data controller (the GSA) and the data processor (the Contractor) 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 Union law.
- II.6.2** The following categories of personal data are expected to be processed by the data controller: contact details of the contractor's personnel or its contractors that may be included in deliverables, such as name and last name, gender, telephone number, email address, postal address, organisation and position within organisation. The provision of the aforementioned data is a contractual requirement.
- II.6.3** The recipients of the personal data mentioned under Article II.6.2 shall be (1) a limited number of staff of the GSA managing the FWC, (2) a limited number of staff of GSA contractors assisting GSA staff in the management of the FWC, (3) a limited number of staff of GSA contractors providing hosting services for the GSA servers. The personal data will be stored in the premises of the aforementioned recipients, all of which are located within Union territory, and will be retained for up to 7 (seven) years after the expiry of the present FWC for audit and discharge purposes.
- II.6.4** The Contractor shall have the right to request from the data controller access to, rectification or erasure of its personal data, restriction of processing, the right to object to the processing and the right to data portability, provided that there are grounds for the exercise of any of these rights, as per the applicable rules.
- II.6.5** The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.
- II.6.6** If, throughout the duration of the FWC, the Contractor is required to process any personal data (acting as data processor), the Contractor shall
- i. inform in writing without delay the data controller and act only on documented instructions from the data controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights;
 - ii. with regard to transfers of personal data to a country outside the European Union or an international organisation, act only on documented instructions from the data controller, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the data controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - iii. ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

² Currently Regulation (EU) 2018/1725.

- iv. without prejudice to Article II.6.8, take all necessary measures to ensure the security of the processing of personal data, as may be instructed by the controller;
- v. not engage another processor or sub-processor without prior specific written authorisation of the controller;
- vi. taking into account the nature of the processing, assist the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in the applicable rules;
- vii. assist the controller for the fulfilment of its obligations to
 - a. ensure compliance with its obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users
 - b. notify a personal data breach to the European Data Protection Supervisor
 - c. communicate a personal data breach without undue delay to the data subject, where applicable
 - d. carry out data protection impact assessments and prior consultations as necessary
- viii. notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the contractor becomes aware of the breach. In such cases, the contractor shall provide the controller with at least the following information:
 - a. nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - b. likely consequences of the breach;
 - c. measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.
- ix. maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties;
- x. delete all the personal data after the end of the provision of services relating to processing;
- xi. make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller

II.6.7 The Contractor shall grant personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the FWC.

II.6.8 The Contractor shall 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 ensure:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

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 order form or specific contract shall be made in writing before fulfilment of all contractual obligations. An order form or 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 order forms or specific contracts which might call into question the decision awarding the FWC, order form or 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 parties.

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 and order forms or specific contracts.

Those rights in the results 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 order forms 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 order forms or specific contracts is deemed to include any fees payable to the contractor in relation to the acquisition of rights by the GSA including all forms of use of the results.

The acquisition of rights by the GSA 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 order form 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 order forms or specific contracts. All the pre-existing rights shall be licensed to the GSA 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 order form 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 framework 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 order form or 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 order form or 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 order form or 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 order form or 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 contracting 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 order form 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, order form or 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, order form or specific contract.

II.13.2 Suspension by the contracting authority

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

- (a) if the FWC or order form 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 order form or specific contract. The contractor shall not be entitled to claim compensation on account of suspension of the FWC or order form 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 order form or 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 order form or specific contract substantially or call into question the decision to award the FWC;
- (b) if execution of the tasks under a pending order form or 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 order form or specific contract as established in the tender specifications or request for service or fails to fulfil another substantial contractual obligation; termination of three or more order forms 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 order form 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 order form or specific contract might call into question the decision awarding the FWC or order form 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's 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 order form 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 order form 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 terminate the FWC or order form 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 order forms 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.

II.14.4 Termination in special cases

The contracting authority may terminate the FWC if, due to a change circumstances, the contractor or its subcontractor do not comply any more with the Participating Conditions identified in Section 2.3.1 and 2.3.2 of Annex I and if the contractor has not promptly taken the necessary actions in order to remedy such non-compliance.

In cases of termination for this cause, the contractor shall transfer any rights acquired for the performance of the activity under the FWC and use his best efforts to ensure access for the Contracting authority to Third Party rights as required for continuation of the activity/programme.

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 order form or 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 order form or 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 order form or 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 order form or 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 order form or 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 Euro (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 Euro 200, it shall be paid to the contractor only upon request submitted within two months of receiving late payment.

ARTICLE II. 16 - REIMBURSEMENTS

N/A

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 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.

Annex I

TENDER SPECIFICATIONS

Separate document

Annex II

CONTRACTOR'S TENDER

Separate document

Annex III

[TEMPLATE] SPECIFIC CONTRACT No [complete]

implementing framework contract No **GSA/OP/11/19**

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

on the one part,

and

[full official name]

[official legal form]

[full official address]

[VAT registration number]

[the number and date of the ruling by which the contractor has been granted a licence to act as an employment intermediary]

(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 1: SUBJECT MATTER

- 1.1 This specific contract implements framework contract (FWC) No GSA/OP/11/19 signed by the contracting authority and the contractor on [complete date].
- 1.2 The subject matter of this specific contract is the provision of interim workers by the contractor to the Agency as further specified in the Annexes to this Specific Contract.
- 1.3 The contractor undertakes, in accordance with the terms set out in the framework contract and this specific contract thereunder and the annex[es] thereto, which form an integral part thereof, to perform the tasks specified in Annex [complete].

ARTICLE 2: ENTRY INTO FORCE AND DURATION

- 2.1 This specific contract shall enter into force on the date on which it is signed by the last party on the condition of the interim agency worker's commitment as described under Section 2.1.1 of Annex I of FWC to follow the security and confidentiality rules of the Agency (if any) and the submission of a confidentiality and absence of conflict of interest declaration, verifying the absence of conflicts of interests relevant to the work subject to the assignment under this specific contract as may be applicable.
- 2.2 Execution of the tasks shall start from [the date of entry into force of this specific contract].
- 2.3 The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE 3: TEMPORARY AGENCY WORKER

- 3.1 The contractor undertakes pro provide the GSA with following interim worker:
[full name (or names) and surname, if relevant also maiden surname]
[citizenship]
[the date and place of birth]
[address]
(hereinafter referred to as the "interim worker")
- 3.2 The interim worker shall carry out the position of [the type of work to be carried out by the interim worker]. Specific professional qualifications (skills) required and/or particular health condition necessary for the type of work (if any) are specified in Annex (1) hereto.
- 3.3 The interim worker shall be assigned to the contracting authority for the period of [duration].
- 3.4 The place of performance of work is [complete].
- 3.5 The date when the interim worker shall start to work for the contracting authority is [complete].

ARTICLE 4: TERMINATION

- 5.1 Conditions under which the interim worker or the contracting authority may terminate the specific contract for the assignment before the expiry of the period for which the temporary assignment has been agreed are specified in the article I.11 of the framework contract.

ARTICLE 5: PRICE

6.1 The maximum total price to be paid under this specific contract shall be Euro [amount in figures and in words– sum of price for interim workers assigned as detailed in the Annexes] covering all tasks executed.

6.2 In addition to the maximum total price no reimbursable expenses are foreseen.

ANNEXES

- (1) Request for service (copy of email in accordance with section 2.1.3.1 of Annex I of FWC)
- (2) Contractor’s offer (No [complete] of [insert date])
- (3) [Copy of the latest security rules set by the Agency for all staff at the site of assignment (if applicable)]
- (4) [Copy of the latest confidentiality rules set by the Agency for all staff (if applicable)]
- (5) [Confidentiality and Absence of conflict of interest declaration (if applicable)]

SIGNATURES

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

For the contracting authority,
Mr. Carlo des Dorides
Executive Director

signature[s]: _____

signature _____

Done at [Brussels], [date]

Done at Prague, [date]

In duplicate in English.

Annex IV

TEMPLATE DECLARATION OF BACKGROUND IPR

Separate document

Annex V

TEMPLATE DECLARATION OF FOREGROUND IPR

Separate document

Annex VI

MISSION RULES APPLICABLE TO THE GSA

Separate document