**DRAFT CONTRACT**

**No** <Contract number>

<Name and address of the Contracting Authority>]

(‘the Contracting Authority’),

of the one part,

and

<Full official name and address of the Contractor>

<Official registration number>

<VAT number>

(‘the Contractor’)

of the other part,

have agreed as follows:

**CONTRACT TITLE <**Contract title**>**

**Identification number** <Publication reference>

(1) Subject

1.1 The subject of this Contract is <Contract title> done [at] [in] <Location> with identification number <Publication reference> (‘the services’).

1.2 The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the Contract (Annexe II)

(2) Contract value

This Contract, established in [Euro] [<national currency>, is a fee-based / global-price contract. Maximum contract value is [Euro] [<national currency> <amount>.

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

* the contract agreement;
* the Special Conditions
* the General Conditions (Annex I);
* the Terms of Reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
* the Organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
* [Key experts (Annex IV) For contracts requiring key experts];
* Budget (Annex V);
* specified forms and other relevant documents (Annex VI – FIF, LEF…));

**The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

(4) Language of the contract

The language of the contract and of all written communications between the Contractor and the Contracting Authority and/or the Project Manager shall be English or in one of programme participating countries languages and Latin letter.

(5) Other specific conditions applying to the Contract

[If necessary …]

Done in English in [two] [three] originals,one / two original for the Contracting Authority, and one original for the Contractor.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the Contractor** | | **For the Contracting Authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

**SPECIAL CONDITIONS**

|  |
| --- |
| IMPORTANT!  These conditions amplify and supplement the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the General Conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations. |

|  |
| --- |
| How to complete these Special Conditions:  NOTE:  If certain article is not mentioned in the Special Conditions, this article is fully applicable as prescribed in the General Conditions.  If certain article is prescribed in the Special Conditions, this article modifies the same article of the General Conditions.  If certain article in the Special Conditions states N/A, such provision repeals the article of the General Conditions.  Where you see < ... >, enter the information relevant to the Special Conditions**. The phrases in square brackets [ ] should only be included if relevant. The paragraphs shaded in grey should only be amended in exceptional cases, depending on the requirements of particular tender procedures.**  **Please remember to delete this paragraph and all pointed and square brackets in the final version of the Special Conditions.** |

**Article 2 Communications**

2.1 <Indicate here the contact persons, addresses of the Parties, their other contact details, the documents to provide and the procedure to be used by the Parties for communication.>

For the Contracting Authority:

<Contact name  
Address  
E-mail>

For the Contractor:

<Contact name  
Address  
E-mail>

**Article 7 General Obligations**

7.8 <Specify the specific activities to be put in place by the Contractor to comply with its minimum obligation towards visibility. These activities must comply with the rules lay down in the Visibility Guidelines.>

**Article 12 - Liabilities**

12.2 No liability / insurance measures are required.

or

"By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the Contractor's liability in respect of the Contracting Authority is capped at an amount equal to <contract value>.]

**Article 13 - Insurance**

13.2 b) By derogation from Article 13.2, b), paragraph 1 of the General Conditions it is when requested by the Contracting Authority that the Contractor shall provide the Contracting Authority with all cover notes and/or insurance certificates showing that the Contractor's obligations relating to insurance are fully respected.

**Article 19 Implementation of the tasks and delays**

19.1[The start date for implementation shall be <date/date of signature of the contract by both parties>]

|  |
| --- |
| Typically, you should state that implementation of the tasks commences:   1. On the date of signature of both contract parties   or   1. XX days after the signature of both contract parties   or   1. On DD/MM/YYYY |

19.2 The period for implementing the tasks is <number> months from the start date.

|  |
| --- |
| Please state either:   1. exact dates   or   1. number of months since the start of the implementation |

**Article 26 Interim and Final Reports**

The Contractor shall submit progress reports as specified in the Terms of Reference.

**Article 27 Approval of Reports and Documents**

27.5 The Contracting Authority shall, within 45 days of receipt, notify the Contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the Contracting Authority does not give any comments on the documents or reports within the time limit, the Contractor may request written acceptance of them. The documents or reports shall in any case be deemed to have been approved by the Contracting Authority if it does not expressly inform the Contractor of any comments within 45 days of the receipt of the documents or reports.

**Article 28 Expenditure verification**

No expenditure verification report is required

**Article 29 Payment and interest on late payment**

29.1 Payments shall be made in accordance with the following the option:

|  |
| --- |
| Please state here:  - detailed schedule of payment, and for each payment  - precondition (such as delivery of output / report)  - amount. |

|  |  |  |
| --- | --- | --- |
| **Month / date** |  | **[EUR] [<national currency>** |
| **1** | **Maximum Pre-financing payment**[[1]](#footnote-1) | <Max. 40 % of the contract value> |
| **<Month/ date>** | [If applicable: Interim payment ] | <X % of the contract value> |
| **<Month/ date>** | **Balance** | < % of the contract value> |
|  | **Total** | <Total contract value> |

By derogation, the payments to the Contractor of the amounts due under interim and final payments shall be made within <..> days after receipt by the Contracting Authority of an invoice and of the reports, subject to approval of those reports in accordance with Article 27 of the General Conditions.

29.3 By derogation from Article 29.3 of the General Conditions, once the deadline set in Article 29.1 has expired, the Contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions. The demand must be submitted within two months of receiving late payment.

29.5 Payments shall be made in [euro] [<national currency> in accordance with Articles 20.6 and 29.4 of the General Conditions into the bank account notified by the Contractor to the Contracting Authority.

**Article 30 Financial Guarantee**

30.1 When the pre-financing requested is equal or below EUR 300 000, by derogation from article 30 of the General Conditions no pre-financing guarantee is required.

**Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of <specify court> in accordance with the national legislation of the state of the Contracting Authority.

**Article 42 Data Protection**

Not applicable.

\* \* \*

1. The Contractor is not obliged to ask for pre-financing. [↑](#footnote-ref-1)