

Annex III

Model Specific contracts

MODEL SPECIFIC CONTRACT – FIXED PRICE

FIXED PRICE

SPECIFIC CONTRACT No [complete]

implementing Framework contract No ECHA/2016/400

The European Chemicals Agency (hereinafter referred to as "the Agency"), represented for the purposes of the signature of this specific contract by [*forename, surname, function, authorising officer*],

on the one part,

and

[*full official name*]

[*official legal form*]

[*statutory registration number*]

[*full official address*]

[*VAT registration number*]

[*appointed as leader of the group by the members of the group that submitted the joint tender*]

[*repeat these data as many times as there are contractors in case of joint tender and continue numbering*]

([*collectively*] "the contractor"), represented for the purposes of signing this specific contract by [*forename, surname and function of legal representative,*]

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

on the other part,

HAVE AGREED

PREAMBLE

This specific contract is based on the contractor's quote dated XX.XX.XXXX (reference). Once signed by the parties, the specific contract shall be governed by the Framework Contract (FWC) No [*complete*]. This specific contract does not amend the provisions of the FWC.

ARTICLE 1: SUBJECT MATTER

- 1.1** This specific contract implements the FWC signed by the Agency and the contractor on [*complete date*] [*last amended by amendment No XX, signed on XX/XX/XXXX*].
- 1.2** The subject matter of this specific contract is [*short description of subject*]. [This specific contract relates to lot [*complete*] of the FWC.]
- 1.3** The contractor undertakes, in accordance with the terms set out in the FWC and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the [following tasks:] [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 [*insert date*]].
- 2.2** The duration of the execution of the tasks shall not exceed [*complete*] [days][months]. Execution of the tasks shall start from [the date of entry into force of this specific contract] [*insert date*].

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

- 2.3** Implementation of the tasks may under no circumstances begin before the date on which the specific contract enters into force.

ARTICLE 3: PERFORMANCE

The tasks performed by the contractor under this specific contract shall result in "**deliverables**", defined according to the provisions of Annex A.

ARTICLE 4: PRICE

- 4.1** The maximum total price to be paid under this specific contract shall be EUR [*amount in figures and in words*] covering all tasks executed.
- 4.2** In addition to the maximum total price [no reimbursable expenses are foreseen.] [expenses up to the amount of EUR [*amount in figures and in words*]] shall be reimbursed according to the provisions of the FWC].

ARTICLE 5: PAYMENTS

Payments under the specific contract shall be made in accordance with Articles I.6 and II. 21 of the FWC. 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 periods have not been executed as a result of default or negligence on the part of the contractor.

- 5.1** The invoicing procedures for the services, once accepted by the Agency, are

as follows:

[Specify one of the following options:

- interim payment of xx % of the total amount of the specific contract, based on receipt advice slip accepted and signed by the Agency in accordance with the form in Annex B (to be attached to the invoice)

and

- final payment of xx % of the total amount of the specific contract, based on receipt advice slip accepted and signed by the Agency in accordance with the form in Annex B (to be attached to the invoice)

or

- (Maximum of) xx % on receipt of first deliverable¹.
- (Minimum of) xx % on completion of the work, each based on receipt advice slips accepted and signed by the Agency in accordance with the form in Annex B (to be attached to the invoice)

or

- 100 % on completion of the work, based on receipt advice slips accepted and signed by the Agency in accordance with the form in Annex B (to be attached to the invoice)

For work performed in instalments:

- Payment by instalment for the deliverables specified in the Annex A, based on receipt advice slips accepted and signed by the Agency in accordance with the form in Annex B (to be attached to the invoice)]

[If applicable for any of the above options], statements of reimbursable expenses, in accordance with Article II.22 of the FWC.

For final payments, Contractor must provide a statement on the invoice that all services related to the specific contract are included in the final payment request.

- 5.2** Payments shall be made to the contractor's bank account denominated in euro as identified in Article I.7 of the FWC, on production of the invoice showing separately the amount of the fees and the VAT applied and within no more than 30 calendar days from the date the invoice is received by the Unit indicated in article 5.3 below. Invoices presented by the contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT from those amounts including VAT.

¹ The Agency will define at the time of signature of the specific contract the number of documents and deliverables which qualify as first deliverable.

[Option: for contractors for which VAT is due in Belgium]

[In Belgium, use of this contract constitutes a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes the statement: 'Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)' or an equivalent statement in the Dutch or German language.]

[Option: for contractors for which VAT is due in Luxembourg]

[In Luxembourg, the contractor must include the following statement in the invoices: "Commande destinée à l'usage officiel de l'Union européenne. Exonération de la TVA Article 43 § 1 k 2ème tiret de la loi modifiée du 12.02.79. 'In the case of intra-Community purchases, the statement to be included in the invoices is: "For the official use of the European Union. VAT Exemption / European Union/ Article 151 of Council Directive 2006/112/EC.'"]

[Option: for contractors for which VAT is due in other EU countries]

[Pursuant to articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Agency is exempt from all taxes, duties and charges, in particular value added tax, on payments made under this specific contract. The contractor receives and keeps in his records the form entitled "VAT and Excise Duty Exemption Certificate" duly completed and signed by the Agency. The invoice must contain the following statement: "VAT Exemption / International Body / Article 151 of Council Directive 2006/112/EC"]

5.3 The address for invoices is:

European Chemicals Agency
Directorate [complete]
[Unit [complete]] Annankatu 18
00120 Helsinki
Finland
Email: [insert functional mailbox]

ARTICLE 6: SUB-CONTRACTING²

[Not applicable]

or

6.1 In conformity with Article II.10 of the General Conditions of the FWC, the contractor has been permitted to subcontract.

² Please check if the contractor is permitted or not to subcontract. In case the contractor is not permitted to subcontract use the option 'Not Applicable'. **Please note that the contractor has to be authorised to subcontract before concluding this specific contract – See Article II.10 of the FWC.**

- 6.2** Tasks stated in Annex A may be performed by the subcontractor *Name and address of subcontractor*, entirely at the risk of the contractor.
- 6.3** Without prejudice to the Agency's other rights under Article I.16 and II.18 of the FWC, if the contractor fails to meet his obligations, the specific contract with the Agency may be terminated in accordance with Article II.7 of the General Conditions of the FWC. This clause applies throughout the term of the specific contract.

ARTICLE 7: GUARANTEES

7.1 Performance guarantee

[Not applicable]

or

[This contract is subject to a performance guarantee of [*complete*] % of the price of the contract [excluding reimbursable expenses]]. The contractor (or leader in the case of a joint tender) must provide a performance guarantee in the form of a financial guarantee for EUR [*amount in figures and in words*] in accordance with the conditions laid down in Article II.21.5. The guarantee must be released [30] [60] [90] days after the final approval of the services.]

7.2 Retention Money Guarantee

[Retention money guarantee is not applicable to this specific contract.]

[This contract is subject to a retention money guarantee of [*complete*] % of the price of the contract [excluding reimbursable expenses]].

[Option 1: Retention money guarantee by deduction]

[The guarantee is constituted by deduction of this amount on payments. It will be withheld for up to [30] [60] [90] days after the final approval of the service.]

[Option 2: Retention money guarantee by financial guarantee]

[The contractor (or leader in the case of a joint tender) must provide a retention money guarantee in the form of a financial guarantee for EUR [*amount in figures and in words*] in accordance with the conditions laid down in Article II.21.5. The guarantee must be released [30] [60] [90] days after the final approval of the services.]

ARTICLE 8: GENERAL ADMINISTRATIVE PROVISIONS

8.1 Any communication under this specific contract shall be made in accordance with Article I.8 of the FWC.

8.2 The persons responsible for the implementation of this specific contract are:

For the Agency:

European Chemicals Agency
P.O. Box 400,
00121 HELSINKI, Finland
Fax: +358 9 68618210
[Name & Office address of the contract manager]
Email: [to be completed]

For the contractor:

Mr/Mrs
[Function]
[Company name]
[Official address in full]

ARTICLE 9: PLACE OF PERFORMANCE

The tasks shall be executed at the premises of [the contractor] and/or [the Agency].

[If the services are to be performed at both Agency and contractor premises, specify how the services are to be divided between these two locations].

ARTICLE 10: EXPLOITATION OF THE RESULTS

[As specified in Article I.10 of the *Special Conditions of the FWC*]

or

[Insert details on the intended use of results linked to the specific request for service supplementing or replacing Article I.10 of the Special Conditions of the FWC]

ARTICLE 11: ANNEXES

The following annexes form an integral part of this specific contract:

Annex A: Technical Annex / Tasks description

Annex B: Task acceptance form

SIGNATURES

For the contractor,

[*Company name*/forename/surname/
function]

signature[s]: _____

Done in [place], [date]

In duplicate in [English].

For the Agency,

[forename/surname/function]

signature[s]: _____

Done in Helsinki, [date]

Annex A

TECHNICAL ANNEX: TASKS DESCRIPTION

1. TASKS

[As outlined in the request for offer by the Agency]

2. DELIVERABLES

The specific deliverables, which are all the subject of acceptance unless specified otherwise, are:

- *[list of all requested deliverables as outlined in the request for offer by the Agency]*

3. DELIVERY SCHEDULE

The delivery schedule is as follows:

- T0 being the date of signature of this agreement;
- *[list of all requested deliverables with timetable]*

4. QUALITY STANDARDS AND PROCEDURES

5. SECURITY REQUIREMENTS

Annex B

RECEIPT ADVICE SLIP FOR "DELIVERABLES"

**FOR SPECIFIC CONTRACT No XX UNDER FRAMEWORK CONTRACT No
ECHA/2016/400**

Original document - duly signed - to be attached to the invoice

SIGNING FOR WORK

To be filled in by the contractor and the Agency:

	Contractor	Agency
Date of delivery/signing:		
Person responsible for checking (in block capitals):		
Comments:		
Date and signature :		

ACCEPTANCE OF WORK

To be filled in by the Agency:

Official responsible for acceptance (in block capitals) : OIA (*)	
Date and signature	
Official responsible for final validation (in block capitals) : OVA (*)	
Date and signature	

(*) OIA: The Agency's responsible in charge of the reception of the work is obliged to act as OIA (Operational initiating agent).

OVA: The Agency's responsible in charge of the final validation of the work is obliged to act as OVA (Operational verifying agent).

MODEL SPECIFIC CONTRACT – QUOTED TIME & MEANS

QUOTED TIME & MEANS

SPECIFIC CONTRACT No [complete]

implementing Framework Contract No ECHA/2016/400

The European Chemicals Agency (hereinafter referred to as "the Agency"), which is represented for the purposes of the signature of this contract by
[forename, surname, function, Authorising Officer],

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

[appointed as leader of the group by the members of the group that submitted the joint tender]

[repeat these data as many times as there are contractors in case of joint tender and continue numbering]

([collectively] "the contractor"), represented for the purposes of signing this specific contract by [forename, surname and function of legal representative,]

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

of the other part,

HAVE AGREED

PREAMBLE

This specific contract is based on the contractor's quote dated XX.XX.XXXX (reference). Once signed by the parties, the specific contract shall be governed by the Framework Contract (FWC) No [complete]. This specific contract does not amend the provisions of the FWC.

ARTICLE 1: SUBJECT MATTER

- 1.1** This specific contract implements the FWC signed by the Agency and the contractor on [*complete date*] [*last amended by amendment No XX, signed on XX/XX/XXXX*].
- 1.2** The subject matter of this specific contract is [*short description of subject*]. [This specific contract relates to lot [*complete*] of the FWC.]
- 1.3** The contractor undertakes, in accordance with the terms set out in the FWC and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the [following tasks:] [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 [*insert date*]].
- 2.2** The duration of the execution of the tasks shall not exceed [*complete*] [days][months]. Execution of the tasks shall start from [the date of entry into force of this specific contract] [*insert date*].

The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses and before expiry of the FWC.
- 2.3** If the number of days agreed has not been fully taken up, the Agency shall not be obliged either to use or to pay for the days not worked and the contractor shall not be entitled to claim damages for them.
- 2.4** Implementation of the tasks may under no circumstances begin before the date on which the Contract enters into force.

ARTICLE 3: PERFORMANCE

The tasks to be performed by the contractor under this specific contract are described in detail in Annex A. These tasks shall be executed on the basis of 'quotations' or 'sub-tasks' drawn up using the form in Annex B.

Within five working days from the date on which the Agency sends the request by means of the form attached in Annex B, the contractor shall return it to the Agency duly completed.

Signature by the Agency of the certificate of conformity attached in Annex C provides evidence of the work performed.

ARTICLE 4: PRICE

- 4.1** The Agency undertakes to pay the contractor in consideration for the services provided in performance of this specific contract an amount of EUR [to be completed] per day of actual services rendered, for [to be completed] days, i.e. a total of EUR [to be completed].

Profile of service provider: _____

[profile of the contractor and daily rate to be specified in accordance with the profiles listed in Annex I of the FWC]

- etc³

- 4.2** The total amount to be paid by the Agency under this specific contract shall be EUR XXX [amount in figures] covering all tasks executed. This amount shall cover all expenditure incurred by the contractor in performing this specific contract.
- 4.3** In addition to the maximum total price [no reimbursable expenses are foreseen.] [expenses up to the amount of EUR [*amount in figures and in words*]] shall be reimbursed according to the provisions of the FWC].

ARTICLE 5: PAYMENTS

Payments under the specific contract shall be made in accordance with Article I.6 and II.21 of the FWC. 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 periods have not been executed as a result of default or negligence on the part of the contractor.

- 5.1** The invoicing procedures for the services, once accepted by the Agency, are as follows:

[Specify one of the following options:

- *interim payment of [xx % of the services for each subtask] [or list of subtasks & percentages] and of 100 % of the related travel and subsistence expenses, where applicable, on the basis of quotation forms duly completed and signed by both the Agency and the contractor using the form in Annex B and C. Duly completed Forms in Annex B and C must be attached to the invoice.*

and

- *final payment of xx % of the services for each subtask] [or list of subtasks & percentages], on the basis of quotation forms duly completed and signed by both the Agency and the contractor using the form in Annex B and C. Duly completed Forms in Annex B and C must be attached to the invoice.*

or

- at the end of each calendar quarter, on the basis of quotation forms duly completed and signed by both the Agency and the contractor using the form in Annex B and C. Duly completed Forms in Annex B and C

³ Please note that more than one profile may be included in this provision – in order to include more profiles, please copy and paste the standard wording as included in the indent above.

must be attached to the invoice.

or

- once the work has been completed, on the basis of quotation forms duly completed and signed by both the Agency and the contractor using the form in Annex B and C. Duly completed Forms in Annex B and C must be attached to the invoice.

For final payments, Contractor must provide a statement on the invoice that all services related to the specific contract are included in the final payment request.

- 5.2** Payments shall be made to the contractor's bank account denominated in euro as identified in Article I.7 of the FWC, on production of the invoice showing separately the amount of the fees and the VAT applied and within no more than 30 calendar days from the date the invoice is received by the Unit indicated in article 5.3 below. Invoices presented by the contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT from those amounts including VAT.

[Option: for contractors for which VAT is due in Belgium]

[In Belgium, use of this contract constitutes a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes the statement: 'Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)' or an equivalent statement in the Dutch or German language.]

[Option: for contractors for which VAT is due in Luxembourg]

[In Luxembourg, the contractor must include the following statement in the invoices: "Commande destinée à l'usage officiel de l'Union européenne. Exonération de la TVA Article 43 § 1 k 2ème tiret de la loi modifiée du 12.02.79. 'In the case of intra-Community purchases, the statement to be included in the invoices is: "For the official use of the European Union. VAT Exemption / European Union/ Article 151 of Council Directive 2006/112/EC.'"]

[Option: for contractors for which VAT is due in other EU countries]

[Pursuant to articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Agency is exempt from all taxes, duties and charges, in particular value added tax, on payments made under this specific contract. The contractor receives and keeps in his records the form entitled "VAT and Excise Duty Exemption Certificate" duly completed and signed by the Agency. The invoice must contain the following statement: "VAT Exemption / International Body / Article 151

of Council Directive 2006/112/EC"]

5.3 The address for invoices is:

European Chemicals Agency
Directorate [complete]
[Unit [complete]] Annankatu 18
00120 Helsinki
Finland
Email: [insert functional mailbox]

ARTICLE 6: SUB-CONTRACTING⁴

[Not applicable]

or

6.1 In conformity with Article II.10 of the General Conditions of the FWC, the contractor has been permitted to subcontract.

6.2 Tasks stated in Annex A may be performed by the subcontractor *Name and address of subcontractor*, entirely at the risk of the contractor.

6.3 Without prejudice to the Agency's other rights under Article II.18 of the General Conditions of the FWC, if the contractor fails to meet his obligations, the specific contract with the Agency may be terminated in accordance with Article II.7 of the General Conditions of the FWC. This clause applies throughout the term of the specific contract.

ARTICLE 7: GUARANTEES

7.1 Performance guarantee

[Not applicable]

or

[This contract is subject to a performance guarantee of [complete] % of the price of the contract [excluding reimbursable expenses]]. The contractor (or leader in the case of a joint tender) must provide a performance guarantee in the form of a financial guarantee for EUR [amount in figures and in words] in accordance with the conditions laid down in Article II.21.5. The guarantee must be released [30] [60] [90] days after the final approval of the services.]

7.2 Retention Money Guarantee

⁴ Please check if the contractor is permitted or not to subcontract. In case the contractor is not permitted to subcontract use the option 'Not Applicable'. **Please note that the contractor has to be authorised to subcontract before concluding this specific contract – See Article II.10 of the FWC.**

[Retention money guarantee is not applicable to this specific contract.]

[This contract is subject to a retention money guarantee of [complete] % of the price of the contract [excluding reimbursable expenses]].

[Option 1: Retention money guarantee by deduction]

[The guarantee is constituted by deduction of this amount on payments. It will be withheld for up to [30] [60] [90] days after the final approval of the service.]

[Option 2: Retention money guarantee by financial guarantee]

[The contractor (or leader in the case of a joint tender) must provide a retention money guarantee in the form of a financial guarantee for EUR [amount in figures and in words] in accordance with the conditions laid down in Article II.21.5. The guarantee must be released [30] [60] [90] days after the final approval of the services.]

ARTICLE 8: GENERAL ADMINISTRATIVE PROVISIONS

8.1 Any communication under this specific contract shall be made in accordance with Article I.8 of the FWC.

8.2 The persons responsible for the implementation of this specific contract are:

For the Agency:

European Chemicals Agency
P.O. Box 400,
00121 HELSINKI, Finland
Fax: +358 9 68618210
[Name & Office address of the contract manager]
Email: [to be completed]

For the contractor:

Mr/Mrs
[Function]
[Company name]
[Official address in full]

ARTICLE 9: PLACE OF PERFORMANCE

The tasks shall be executed at the premises of [the contractor] and/or [the Agency].

[If the services are to be performed at both Agency and contractor premises, specify how the services are to be divided between these two locations].

ARTICLE 10: EXPLOITATION OF THE RESULTS

[As specified in Article I.10 of the Special Conditions of the FWC]

or

[Insert details on the intended use of results linked to the specific request for service supplementing or replacing Article I.10 of the Special Conditions of the FWC]

ARTICLE 11: ANNEXES

The following documents are annexed to the specific contract and form an integral part of it:

Annex A: Technical Annex / Tasks description

Annex B: Quotation Form

Annex C: Certificate of Conformity

SIGNATURES

For the contractor,

For the Agency,

[Company name/forename/surname/
function]

[forename/surname/function]

signature[s]:_____

signature[s]:_____

Done in [place], [date]

Done in Helsinki, [date]

In duplicate in [English].

Annex A

TECHNICAL ANNEX: TASKS DESCRIPTION

WORKING METHOD: QUOTED TIME & MEANS

The work covered by the present specific contract is divided into various sub-tasks according to the detailed description provided in §2 below.

1. **CONTEXT/INTRODUCTION AND OBJECTIVES**

2. **DESCRIPTION OF TASKS**

[As outlined in the request for offer by the Agency]

3. **WORK ENVIRONMENT/CONDITIONS**

4. **DESCRIPTION OF THE METHOD FOR ACCEPTING EACH SUB-TASK
WORKING DAYS ESTIMATE**

Since the work will be divided into various sub-tasks (or "**quoted time & means**"), the Agency will provide the contractor with a detailed description of each requested sub-task. The contractor will then send the Agency an estimate of the number of days needed to perform the sub-task and the expected delivery date.

Once the estimate has been accepted by the Agency, only the number of days indicated in the estimate will be chargeable. (See Annex B)

The invoicing, approved by the Agency, will be carried out on the basis of each "sub-task" accepted and signed for by the Agency using the form in Annex B and in accordance with Article 5.

5. **ACCEPTANCE OF THE WORK**

See Annex C – Certificate of Conformity (to be submitted together with the invoice)

6. **DELIVERY SCHEDULE**

7. **QUALITY STANDARDS AND PROCEDURES**

8. **SECURITY REQUIREMENTS**

Annex B

"QUOTED TIME & MEANS"
FORM

FOR SPECIFIC CONTRACT No ., UNDER FRAMEWORK CONTRACT No
ECHA/2016/400 Task (and Sub-task) Number

Original document - duly signed - to be attached to the invoice

REQUEST AND DESCRIPTION OF WORK

To be filled in by the Agency.

Title:
Date of request:
Responsible person at Agency:
Description of work:
Expected results:

WORKING DAYS ESTIMATE

To be filled in by the contractor.

PROFILE	PRICE/DAY	NUMBER OF DAYS	LAST POSSIBLE DATE FOR EXECUTION	TOTAL PRICE
Planned starting date of work:				
Planned delivery date for work				
Date and contractor's signature:				

To be filled in by the Agency.

Date and signature denoting Agency's agreement:	
-------------------------------------------------	--

Annex C

"QUOTE D TIME & MEANS" CERTIFICATE OF CONFORMITY

FOR SPECIFIC CONTRACT No XX UNDER FRAMEWORK CONTRACT No ECHA/2016/400

Task (and Sub-task) Number

Original document - duly signed - to be attached to the invoice

RECEIPT OF WORK⁵

To be filled in by the contractor and the Agency.

	Contractor	Agency
Date of delivery/signing:		
Person responsible for checking (in block capitals):		
Comments:		
Date and signature :		

ACCEPTANCE AND VALIDATION OF WORK

To be filled in by the Agency.

Official responsible for acceptance (in block capitals) : OIA (*)	
Date and signature	
Official responsible for final validation (in block capitals) : OVA (*)	
Date and signature	

(*) OIA : The Agency's responsible in charge of the reception of the work is obliged to act as **OIA** (Operational initiating agent).

OVA : The Agency's responsible in charge of the final validation of the work is obliged to act as **OVA** (Operational verifying agent).

⁵ Please insert an entry per interim payment receipt of work.

MODEL SPECIFIC CONTRACT – TIME & MEANS

TIME & MEANS

SPECIFIC CONTRACT No

[complete]

implementing Framework Contract No
ECHA/2016/400

The European Chemicals Agency (hereinafter referred to as "the Agency"), which is represented for the purposes of the signature of this contract by [*forename, surname, function, Authorising Officer*],

of the one part, and

[official name in full]

[*official legal form*]

[*statutory registration number*]

[official address in full]

[*VAT registration number*]

[appointed as leader of the group by the members of the group that submitted the joint tender]

[*repeat these data as many times as there are contractors in case of joint tender and continue numbering*]

([collectively] "the contractor"), represented for the purposes of signing this specific contract by [*forename, surname and function of legal representative,*]

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

of the other part,

HAVE AGREED

PREAMBLE

This specific contract is based on the contractor's quote dated XX.XX.XXXX (reference). Once signed by the parties, the specific contract shall be governed by the Framework Contract (FWC) No [complete]. This specific contract does not amend the provisions of the FWC.

ARTICLE 1: SUBJECT MATTER

- 1.1** This specific contract implements the FWC signed by the Agency and the contractor on [*complete date*] [*last amended by amendment No XX, signed on XX/XX/XXXX*].
- 1.2** The subject matter of this specific contract is [*short description of subject*]. [This specific contract relates to lot [*complete*] of the FWC.]
- 1.3** The contractor undertakes, in accordance with the terms set out in the FWC and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the [following tasks:] [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 [*insert date*]].
- 2.2** The duration of the tasks shall not exceed the amount of person days specified in Annex A. The amount of person days of the specific contract may however be extended for additional tasks which are a repetition of similar services or a continuation of the work carried out under the specific contract, provided that these services or work conform to the same basic project. This extension shall be done only with the express written agreement of the parties before the period specified in Annex A elapses and before expiry of the FWC.
- 2.3** If the number of days agreed has not been fully taken up, the Agency shall not be obliged either to use or to pay for the days not worked and the contractor shall not be entitled to claim damages for them.
- 2.4** Work shall be performed overtime only upon request by the Agency. Approved overtime is compensated according to Annex I to the FWC.
- 2.5** Implementation of the tasks may under no circumstances begin before the date on which the Contract enters into force.

ARTICLE 3: PERFORMANCE

- 3.1** Every day the service provider shall - according to procedures laid down by the competent technical person in the Agency as specified in the specific contract - notify the Agency of the time spent working under the specific contract. At the end of every month, the service provider shall complete and sign a time sheet, as specified below:
 - For on-site work: Timesheet report produced by the time recording system which is currently in use in the Agency and signed by the Agency
 - For off-site work: A report specifying the tasks and related deliverables, worked days and hours per resource
- 3.2** The names and profiles of the service providers shall be listed in Annex B.

Service providers can be replaced or added when needed upon agreement by both parties via exchange of e-mails and on condition that the overall value of this specific contract is not exceeded.

All profiles shall be as defined in the FWC and all service providers shall meet the requirements of the given profile as defined in the FWC. The Contractor proposes named service providers by submitting their CVs to the Agency. The agreement of the Agency will be expressed via e-mail. Following approval by the Agency the named service providers can start to perform under this specific contract.

ARTICLE 4: PRICE

4.1 The Agency undertakes to pay the contractor, in consideration for the services rendered under this specific contract:

- an amount of **EUR XXX** per day of actual services rendered, for **XX** days, i.e. a total of **EUR XXXXX**

Profile of service provider:

[specify the profile of the service provider in accordance with the profiles listed in the price list in Annex II to the FWC]

- an amount of **EUR XXX** per day of actual services rendered, for **XX** days , i.e. a total of **EUR XXXXX**

Profile of service provider:

[specify the profile of the service provider in accordance with the profiles listed in the price list in Annex II to the FWC]

4.2 The maximum total amount to be paid by the Agency under this specific contract shall be **EUR XXX** [amount in figures] covering all tasks executed.

4.3. This amount shall cover all expenditure incurred by the Contractor in performing this specific contract.

[4.4 *In addition to the amount specified in Article 4.2, travel and subsistence expenses up to a maximum amount of EUR [amount in figures and in words] shall be reimbursed according to the provisions of the FWC. The daily subsistence allowance shall be [...]*

ARTICLE 5: PAYMENTS

Payments under the specific contract shall be made in accordance with Articles I.6 and II.21 of the FWC. 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 periods have not been executed as a result of default or negligence on the part of the contractor.

5.1 Interim payments

Payments shall be carried out monthly, unless otherwise specified. The request for payment shall be valid if accompanied by:

- Timesheets signed and dated by the service provider;
- Statements of reimbursable expenses in accordance with Article II.22 of the FWC, where applicable;
- The relevant invoices, indicating the reference number of the FWC and the specific contract to which they refer

Provided that the above time sheets comply with the requirements set in clause 3.1 of Article 3 – Performance.

5.2 Payment of the balance

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

- Timesheets signed and dated by the service provider;
- Statements of reimbursable expenses in accordance with Article II.22 of the FWC, where applicable;
- The relevant invoices, indicating the reference number of the FWC and the specific contract to which they refer.

Provided the above time sheet comply with the requirements set in clause 3.1 of Article 3 – Performance.

For final payments, Contractor must provide a statement on the invoice that all services related to the specific contract are included in the final payment request.

- 5.3** Payments shall be made to the contractor's bank account denominated in euro as identified in Article I.7 of the FWC, on production of the invoice showing separately the amount of the fees and the VAT applied and within no more than 30 calendar days from the date the invoice is received by the Unit indicated in article 5.3 below. Invoices presented by the contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT from those amounts including VAT.

[Option: for contractors for which VAT is due in Belgium]

[In Belgium, use of this contract constitutes a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes the statement: 'Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)' or an equivalent statement in the Dutch or German

language.]

[Option: for contractors for which VAT is due in Luxembourg]

[In Luxembourg, the contractor must include the following statement in the invoices: "Commande destinée à l'usage officiel de l'Union européenne. Exonération de la TVA Article 43 § 1 k 2ème tiret de la loi modifiée du 12.02.79. 'In the case of intra-Community purchases, the statement to be included in the invoices is: "For the official use of the European Union. VAT Exemption / European Union/ Article 151 of Council Directive 2006/112/EC.']

[Option: for contractors for which VAT is due in other EU countries]

[Pursuant to articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Agency is exempt from all taxes, duties and charges, in particular value added tax, on payments made under this specific contract. The contractor receives and keeps in his records the form entitled "VAT and Excise Duty Exemption Certificate" duly completed and signed by the Agency. The invoice must contain the following statement: "VAT Exemption / International Body / Article 151 of Council Directive 2006/112/EC"]

5.4 The address for invoices is:

European Chemicals Agency
Directorate [complete]
[Unit [complete]] Annankatu 18
00120 Helsinki
Finland
Email: [insert functional mailbox]

ARTICLE 6: SUB-CONTRACTING⁶

[Not applicable]

or

- 6.1** In conformity with Article II.10 of the General Conditions of the FWC, the contractor has been permitted to subcontract.
- 6.2** Tasks stated in Annex A may be performed by the subcontractor *Name and address of subcontractor*, entirely at the risk of the contractor.
- 6.3** Without prejudice to the Agency's other rights under Articles I.16 and II.18 of the FWC, if the contractor fails to meet his obligations, the specific contract with the Agency may be terminated in accordance with Article II.7 of the General Conditions of the FWC. This clause applies throughout the term of the specific contract.

⁶ Please check if the contractor is permitted or not to subcontract. In case the contractor is not permitted to subcontract use the option 'Not Applicable'. Please note that the contractor has to be authorised to subcontract before concluding this specific contract – See Article II.10 of the FWC.

ARTICLE 7: GUARANTEES

7.1 Performance guarantee

[Not applicable]

or

[This contract is subject to a performance guarantee of [complete] % of the price of the contract [excluding reimbursable expenses]]. The contractor (or leader in the case of a joint tender) must provide a performance guarantee in the form of a financial guarantee for EUR [amount in figures and in words] in accordance with the conditions laid down in Article II.21.5. The guarantee must be released [30] [60] [90] days after the final approval of the services.]

7.2 Retention Money Guarantee

[Retention money guarantee is not applicable to this specific contract.]

[This contract is subject to a retention money guarantee of [complete] % of the price of the contract [excluding reimbursable expenses]].

[Option 1: Retention money guarantee by deduction]

[The guarantee is constituted by deduction of this amount on payments. It will be withheld for up to [30] [60] [90] days after the final approval of the service.]

[Option 2: Retention money guarantee by financial guarantee]

[The contractor (or leader in the case of a joint tender) must provide a retention money guarantee in the form of a financial guarantee for EUR [amount in figures and in words] in accordance with the conditions laid down in Article II.21.5. The guarantee must be released [30] [60] [90] days after the final approval of the services.]

ARTICLE 8: GENERAL ADMINISTRATIVE PROVISIONS

8.1 Any communication under this specific contract shall be made in accordance with Article I.8 of the FWC.

8.2 The persons responsible for the implementation of this specific contract are:

For the Agency:

European Chemicals Agency
P.O. Box 400,
00121 HELSINKI, Finland
Fax: +358 9 68618210
[Name & Office address of the contract manager]
Email: [to be completed]

For the contractor:

Mr/Mrs
[Function]
[Company name]
[Official address in full]

ARTICLE 9: PLACE OF PERFORMANCE

The tasks shall be executed at the premises of [the Agency] and/or [the contractor].

[If the services are to be performed at both Agency and contractor premises, specify how the services are to be divided between these two locations].

ARTICLE 10: EXPLOITATION OF THE RESULTS

[As specified in Article I.10 of the Special Conditions of the FWC]

or

[Insert details on the intended use of results linked to the specific request for service supplementing or replacing Article I.10 of the Special Conditions of the FWC]

ARTICLE 11: ANNEXES

The following annexes form an integral part of this specific contract:

- Annex A: Technical Annex
- Annex B: Contractors' offer

SIGNATURES

For the contractor,

[Company name/forename/surname/
function] signature[s]: _____

For the Agency,

[forename/surname/function
n]

signature[s]: _____

Done in [place], [date]

Done in Helsinki, [date]

In duplicate in [English].

Annex A

TECHNICAL ANNEX

The European Chemicals Agency wishes to procure the services with the profile described below:

1. DESCRIPTION OF REQUIRED IT RESOURCES

X man days – profile of service provider – preferred start date:

Weekly availability: X days/week

Location:

Requisites

2. TASKS

[As outlined in the request for offer by the Agency]

3. DELIVERABLES (IF REQUESTED)

The specific deliverables, which are all the subject of acceptance unless specified otherwise, are:

- [list of all requested deliverables as outlined in the request for offer by the Agency]

4. DELIVERY SCHEDULE

The delivery schedule is as follows:

- T0 being the date of signature of this agreement;
- [list of all requested deliverables with timetable]

5. QUALITY STANDARDS AND PROCEDURES

6. SECURITY REQUIREMENTS

7. REPORTING

Annex B

Contractor's offer