

MODEL SPECIFIC CONTRACT – REGULAR SERVICE DELIVERY

REGULAR SERVICE DELIVERY

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 be carried out in accordance with the Technical specifications to the Framework contract and as defined according to the provisions of Annex A.

ARTICLE 4: PRICE

- 4.1** The price to be paid under this specific contract shall be based on estimates specified in Annex A, which are determined following the prices indicated in the Price list included in the Contractor's tender (Annex II to the Framework Contract). Those estimates can be adjusted by ECHA during the implementation of the SC to respond to actual needs and will not require an amendment to the SC.

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:

- interim monthly payment based on actual consumption for the relevant period will be made against receipt advice slip, accompanied by relevant service delivery documentation, accepted and signed by the Agency in accordance with the form in Annex B (to be attached to the invoice)

and

- final payment, 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)

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-CONTRACTING¹

[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 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

¹ 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.**

[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 Framework Contract.

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: Receipt advice slip

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. INTRODUCTION AND GENERAL PROVISIONS

[complete]

2. REQUESTED SERVICES

2.1 Services in scope and schedule

[complete]

2.2 Service volumes

The list below represents ECHA's non-binding estimates of *[complete, e.g. monthly]* Services volumes required for the Service Delivery.

Invoicing shall reflect the **actual** usage of services during the period covered, and not necessarily the exact volume estimates here depicted, which is based on the status of technical planning at the time of writing.

The volumes are estimated as follows:

[Enter volumes]

2.3 Changes to the Services during the contract

[complete]

3. SERVICE QUALITY AND ACCEPTANCE

3.1 Acceptance of the Services

3.2 Reporting

3.3 SLA

3.4 Security requirements

Annex B

RECEIPT ADVICE SLIP

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

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

SIGNING FOR SERVICES

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 SERVICES

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 service is obliged to act as OIA (Operational initiating agent).

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