

FRAMEWORK SERVICE CONTRACT

Negotiated Procedure for the Provision of Training Soft Skills to members of the EUI community

**LOT B: Introduction to Negotiation Skills/ Team Building for individual participants/
Team Building for entire teams/units**

NP/EUI/HR/2019/001 – LOT B

The European University Institute (hereinafter referred to as “the EUI”), established in San Domenico di Fiesole, via dei Roccettini 9, Firenze, Italy, CF 80020410488, represented by its President, Renaud Dehousse, for the purposes of the signature of this Framework Contract, or by the Secretary General, Vincenzo Grassi, by delegation,

on the one part,

and

[Full official name]

[Full official address]

[VAT registration number]

(Hereinafter referred to as “the Contractor”), represented for the purposes of the signature of this Framework Contract by Mr/Ms [forename, surname and function of legal representative]

on the other part,

HAVE AGREED

to the **special conditions**, the **general conditions for Service Framework Contracts**, [the order form module] and [the specific contract module] as well as to the following Annexes:

Annex I Tender specifications;

Annex II Contractor's tender, including:

- Technical offer;
- Economic offer;
- Supporting documents:
 - Declaration on honour;
 - Certificate of enrolment in commercial register (for companies only);

Annex III [model for order forms] [and] [model for specific contracts]

which form an integral part of this Framework Contract (hereinafter referred to as “the FWC”).

Initialled by the Legal Representative for acceptance

In the event of any conflict herein,

- The provisions set out in the special conditions take precedence over those in the other parts of the FWC;
- The provisions set out in the general conditions take precedence over those in the order form and specific contract (Annex III);
- The provisions set out in the order form and specific contract (Annex III) take precedence over those in the other annexes;
- The provisions set out in the tender specifications (Annex I) take precedence over those in the tender (Annex II);
- The provisions set out in the FWC take precedence over those in the specific contracts;
- [The provisions set out in the specific contracts take precedence over those in the requests for services;]
- [The provisions set out in the requests for services take precedence over those in the specific tenders.]

Any reference to specific contracts applies also to order forms.

For the avoidance of doubt, the Contractor acknowledges and agrees that the terms of the FWC shall apply to the exclusion of the Contractor's standard terms and conditions and or any conditions which might be implied by trade custom, practice or other course of dealing.

Subject to the above, the several instruments forming part of the FWC are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the EUI, subject to the rights of the Contractor under Article I.7 should it dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT MATTER

I.1.1 The subject matter of the FWC is the Provision of Training Soft Skills to members of the EUI community: Lot B: Introduction to Negotiation Skills/ Team Building for individual participants/ Team Building for entire teams/units.

I.1.2 The place of execution of the contractual services will be the premises of the European University Institute.

I.1.3 The Contractor shall execute the tasks assigned to it in accordance with the tender specifications annexed to the FWC (Annex I).

I.1.4 Signature of the FWC imposes no obligation on the EUI to purchase. Only performance of the FWC through order forms or specific contracts is binding on the EUI.

I.1.5 Multiple framework contract

The Contractor is selected for a multiple FWC in cascade in [*complete*] 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 the 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 order form or specific contract enters into force.

I.2.3 The FWC is concluded for a period of 24 (twenty four) 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 order forms or specific contracts shall be signed by both parties before the FWC expires.

The FWC shall continue to apply to such order forms and specific contracts after its expiry. They shall be executed no later than 6 (six) months after its expiry.

I.2.5 The contractor is subject to a probationary period of 6 (six) months. If during this period, the execution of the service does not correspond to the requirements of the tender specifications, or to any improvements offered in the tender by the contractor, the EUI shall be entitled to terminate the FWC by serving a notice of 30 (thirty) days by registered mail.]

I.2.6 Where at the end of the natural term of the contract, the EUI has not yet awarded a contract for the service covering the immediately following period, the Contractor shall be obliged to continue providing the services for a period not exceeding 6 (six) months under the same terms and conditions in force at the expiration date.

ARTICLE I.3 - PRICES

I.3.1 The maximum total amount of the FWC shall be [amount in figures and in words]¹ excluding VAT, covering all services/tasks executed (including charges). However, this must in no way be construed as a commitment on the EUI to purchase for the maximum amount.

The maximum prices of the services shall be [amount in figures and in words] as listed in Annex II.

It is agreed that the charges include all other expenditure that may be incurred by the contractor in performance of this FWC , including travel, subsistence or any other related expenses.

The EUI is exempt from payment of value added tax for services and purchases under the normal course of business for amounts exceeding €300.00 (pursuant to Article 72- paragraph 1-e) and paragraph 2 of Presidential Decree 633 of 26/10/1972 and subsequent amendments).

The economic offer of the Contractor is provided in Annex II.

ARTICLE I.4 - PAYMENT ARRANGEMENTS AND PERFORMANCE OF THE FWC

I.4.1 MULTIPLE FRAMEWORK CONTRACT IN CASCADE

Within [complete] working days of an order form or a request for services being sent by the EUI to the Contractor, the EUI shall receive the completed order form or a specific tender back, duly signed and dated.

¹ The total amount is estimated according to the tender submitted by the Contractor.

Should the Contractor be unavailable, it shall give reasons for refusal within the same period and the EUI shall be entitled to send the order form or request for services to the next contractor on the list. In the event of failure to observe this deadline, the Contractor shall be considered unavailable].

Within [*complete*] working days of a specific contract being sent by the EUI to the Contractor, the EUI shall receive it back, duly signed and dated. In the event of failure to observe this deadline, the Contractor shall be considered unavailable.

The period allowed for the execution of the tasks shall start to run on the date the Contractor signs the order form, unless a different date is indicated on the form or specific contract.

If the Contractor repeatedly refuses to sign specific contracts or repeatedly fails to send them back on time, the Contractor may be considered in breach of its obligations under this FWC as set out in Article II.14.1 (c).

I.4.4 Payment of the balance

The Contractor shall submit an invoice for payment of the balance.

The EUI shall make the payment within 60 (sixty) days from receipt of the invoice.

For intra-community purchases, the provisions of the FWC constitute a request for VAT exemption, Art.151, para 1 (b) and para 2 of Council Directive 2006/112/EC, as last amended by Council Directive 2009/162/UE, provided the Contractor includes the following statement in its invoice(s): "Please note that, pursuant to Art.151, para 1 (b) and para 2 of Council Directive 2006/112/EC, as last amended by Council Directive 2009/162/UE, the EUI is exempt from payment of Value Added Tax (VAT) for amounts exceeding €300."

Where VAT is due in Italy, the provisions of the FWC constitute a request for VAT exemption, provided the Contractor includes the following statement in its invoice(s): "Please note that, pursuant to Article 72- para 1 letter e) and para 2 D.P.R. n. 633 of 26/10/1972 and latest amendments, the EUI is exempt from payment of Value Added Tax (VAT) for amounts exceeding €300".

ARTICLE I.5 - BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in Euro (€) [or in the local currency, if the receiving party has its legal seat outside Euro-area] and identified as follows:

Name of bank:	
Branch address in full:	
Exact designation of account holder:	
IBAN code:	
SWIFT code:	

ARTICLE I.6 - COMMUNICATION DETAILS AND DATA CONTROLLER

For the purposes of Article II.6, the data controller shall be the Human Resources Service, represented by its Director [*insert name*].

Any notice or other communication relating to the FWC shall be made in writing, shall bear the FWC number and shall be sent to the appropriate address or email address set out below (or such other address or person as the relevant party may notify to the other):

EUI:

European University Institute
 Human Resources Service
 Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)
 E-mail address: xxxxxxx@EUI.eu

Contractor:

Name and surname:	
Function:	
Contractor name:	
Full official address:	
Email:	

ARTICLE I.7 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1 The FWC shall be governed by the EUI’s relevant regulatory acts (e.g. the EUI’s regulation on Public Procurement & the EUI’s Financial Rules), complemented, where necessary by the law of Italy.

I.7.2 Any dispute arising in relation to the present FWC shall be submitted in good faith by either party to mediation under the [International Mediation Rules of the Milan Chamber of Arbitration](#) by filing a written request with the Secretariat of the Milan Chamber of Arbitration.

I.7.3 If for any reason the dispute remains unsettled 60 (sixty) days after the request for mediation, it shall be subject to arbitration under the [Rules of the Milan Chamber of Arbitration](#). The seat of the arbitration shall be Milan and the language of the arbitration shall be English. The award shall be final and binding.

The arbitral tribunal shall apply the EUI’s relevant regulatory acts, including the EUI’s regulation on Public Procurement and the EUI’s Financial Rules, complemented, where necessary, by the law of Italy.

ARTICLE I.8 - EXPLOITATION OF THE RESULTS OF THE FWC

I.8.1 Ownership of the rights in the results

The EUI acquires irrevocably worldwide ownership of the *results* and of all intellectual property rights under the FWC. The intellectual property rights so acquired include any rights, such as copyright and other intellectual or industrial property rights, to any of the *results* and to all technological solutions and information created or produced by the Contractor or by any of its subcontractors in *performance of the FWC*. The EUI may exploit and use the acquired rights as stipulated in this FWC. The EUI acquires all the rights from the moment it approves the *results* delivered by the Contractor. Such delivery and approval are deemed to constitute an effective assignment of rights from the Contractor to the EUI.

The payment of the price includes any fees payable to the contractor about the acquisition of ownership of rights by the EUI including for all forms of exploitation and of use of the *results*.

I.8.2 Licensing rights on pre-existing materials

Unless provided otherwise in the special conditions, the Institute does not acquire ownership of *pre-existing rights* under this Contract.

The Contractor licenses the *pre-existing rights* on a royalty-free, non-exclusive and irrevocable basis to the EUI, which may use the *pre-existing materials* for all the modes of exploitation set out in this FWC or in specific contracts. All *pre-existing rights* are licensed to the EUI from the moment the results are delivered and approved by the EUI.

The licensing of *pre-existing rights* to the EUI under this FWC covers all territories worldwide and is valid for the duration of intellectual property rights protection.

The payment of the price as set out in the FWC or in the specific contracts is deemed to also include any fees payable to the Contractor in relation to the licensing of *pre-existing rights* to the EUI, including for all forms of exploitation and of use of the *results*.

Where *performance of the FWC* requires that the Contractor uses *pre-existing materials* belonging to the EUI, the EUI may request that the Contractor signs an adequate licence agreement. Such use by the Contractor will not entail any transfer of rights to the Contractor and is limited to the needs of this FWC and ends with the termination of the FWC.

ARTICLE I.9 - TERMINATION BY EITHER PARTY

Either party may, unilaterally and without being required to pay compensation, terminate the FWC or the FWC and order forms or specific contracts by formally notifying the other party by giving six (6) months' notice. Should the EUI terminate the FWC the Contractor shall only be entitled to payment corresponding to part-performance of the FWC before the termination date (e.g. payment corresponding to the services which are the subject of valid Purchase Orders before the date termination is notified to become effective ("Termination Date"). The first paragraph of Article II.14.3 shall apply.

On receipt of such notice from the EUI, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce its commitments in relation to the EUI. It shall draw up any documents required by the FWC and its Annexes for the services provided up to the Termination Date, within a period not exceeding 60 (sixty) days from the Termination Date.

ARTICLE I.10 - MECHANISM OF SANCTIONS AND PENALTIES

Not Applicable

ARTICLE I.11 - PROVISIONS RELATING TO SAFETY

I.11.1 It is compulsory that the Contractor, in order to ensure safety in the workplace, strictly complies with the regulations concerning the protection of the health and safety of workers as stipulated in the respective applicable national legislation.

All activities related to the services covered by these technical specifications shall be conducted with order and with the precautions necessary to prevent any injury to employees at work and not cause any damage to floors, furniture, doors and door frames, masonry and painting, etc. The Contractor is also obliged to put in place all necessary measures to avoid any accident or damage including against third parties. It is the responsibility of the Contractor to provide for the preparation of an operational safety plan for their workers.

It is, moreover, the responsibility of the contractor to provide Personal Protective Equipment (PPE) necessary to perform the job safely.

The EUI reserves the right to carry out checks and controls on compliance by the Contractor towards the rules on the prevention of accidents, reserving the right in the case of non-compliance, to immediately terminate the contract.

I.11.2 The Contractor, in relation to obligations entered into with the acceptance of these tender specifications, expressly exempts the EUI from any and all liability for any injuries or damages suffered by people, things, means and valuables of both the Contractor and the enterprise itself as well as by third-parties and assumes responsibility for activities occurring in the execution of the FWC services.

To this end, the Contractor undertakes to take out with a leading insurance company specific employer liability and public liability insurance, where it is explicitly stated that the EUI is considered "third" for all intents and purposes.

ARTICLE I.12 - CONTRACTUAL FEES

All consequential contract costs (fixed-fee registration), will be paid by the Contractor without the right of recourse against the EUI.

ARTICLE I.13 - OTHER SPECIAL CONDITIONS

The following General Conditions of this FWC are not applicable:

- Article II.16 – Reimbursements;
- Article II.15.6 [Pre-financing and] performance guarantees.

SIGNATURES:

For the Contractor,

*[Contractor's name/name & surname of
representative /function]*

Signature/s: _____

Signed in *[complete]*, on _____

For the EUI,

*[Name and surname of
representative/function]*

Signature/s: _____

Signed in Florence, 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 according 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 assigned tasks 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 possess the professional qualifications and experience required for the execution of the tasks assigned to it.

II.1.5 The Contractor shall neither represent the EUI nor behave in any way that would give such an impression.

II.1.6 The Contractor shall be solely responsible for the personnel who execute the tasks assigned to the Contractor. The Contractor shall stipulate the following employment or service relationships with its personnel:

- a. personnel executing the tasks assigned to the Contractor may not be given orders directly by the EUI;
- b. the EUI may not under any circumstances be considered to be the employer of the personnel referred to in point (a) and the personnel shall undertake not to invoke against the EUI any right arising from the contractual relationship between the EUI and the Contractor.

II.1.7 In the event of disruption resulting from the action of one of the Contractor's personnel working on the EUI's premises or in the event that the expertise of a member of the Contractor's personnel fails to correspond to the profile required by the FWC, the Contractor shall replace him without delay. The EUI 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 EUI. 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, the EUI may -without prejudice to its right to terminate the FWC reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, the EUI may claim compensation or impose liquidated damages in accordance with art. II.12 and/or any penalties indicated in the tender specifications.

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. 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 EUI on the date on which it is registered by the responsible service 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 obligations incumbent to it.

II.3.2 The EUI shall not be held liable for any claim, loss, cost or expense or other 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 EUI.

II.3.3 The Contractor shall be held liable for any loss or damage, cost (including legal and other professional fees) or expenses sustained by the EUI but caused by the Contractor 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 contract]. The Contractor shall remain liable without any limitation as to the amount if the damage or loss is caused by the gross negligence or wilful conduct of the Contractor or by its employees, and for death caused by negligence or wilful conduct of its employees.

II.3.4 In addition, the Contractor shall, in the execution of service(s), comply with all procedures and precautions that apply to prevent the possibility of damage to property of the EUI and third parties, and especially of injury to persons engaged in the service and third parties, in compliance with the provisions of applicable law. Any liability, in the event of accidents, for damages caused by the Contractor's staff will fall, therefore, upon the Contractor, thus relieving the EUI.

II.3.5 The Contractor shall indemnify and hold the EUI 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 EUI 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 EUI in connection with the performance of the FWC, the Contractor shall assist the EUI.

II.3.6 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 EUI should it so request.

ARTICLE II. 4 - CONFLICT OF INTEREST

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 EUI in writing without delay. In the event of any such conflict, the Contractor shall immediately take all the necessary steps to rectify the situation. The EUI 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 In compliance with the EUI's Staff Regulations, in particular Art. 11, EUI' staff members shall not, without the permission of the Appointing Authority accept any gift, directly or indirectly connected with their own work activities. The Contractor confirms

acknowledgement of this rule and the consequent termination of the FWC in case of non-conformity.

II.4.5 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.

Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the EUI, any member of the contractor's staff faced with or brought into such a situation.

ARTICLE II. 5 - CONFIDENTIALITY

II.5.1 The EUI 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.

II.5.2 The Contractor shall:

- a. not use confidential information and documentation for any purpose other than fulfilling its obligations under the FWC without prior written agreement of the EUI;
- b. ensure the protection of such confidential information and documentation 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 documentation to third parties without prior written agreement of the EUI.

II.5.3 The confidentiality obligation set out in Article II.5.1 shall be binding on the EUI and the Contractor during the performance of the FWC and for 5 (five) years starting from the date of the payment of the balance unless:

- a. the disclosing party agrees to release the other party from the confidentiality obligation earlier;
- b. the confidential information becomes public through other means than via breach of the confidentiality obligations, through disclosure by the party bound by that obligation;
- c. the disclosure of the confidential information is required by law.

II.5.4 The Contractor shall obtain from any 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, an undertaking that they will comply with the confidentiality obligations set out in Article II.5.1.

ARTICLE II. 6 - PROCESSING OF PERSONAL DATA

II.6.1 Any personal data included in the FWC shall be processed by the EUI in accordance with the EUI's Data Protection Policy (<http://www.eui.eu/Documents/AboutEUI/Organization/PresidentDecisionOnPrivacy.pdf>).

Such data shall be processed by the data controller 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 relevant EU and national law.

II.6.2 The Contractor shall have the right of access to its personal data and the right to rectify any such data. The Contractor should address any queries related to the processing of its personal data to the Data Controller indicated in art. I.6.

II.6.3 The Contractor shall have the right of recourse at any time to the Human Resources Service's Director by simultaneous notification to the Data Protection Officer (dpo@eui.eu).

II.6.4 Where the FWC requires the processing of personal data by the Contractor or any of its subcontractors, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise its rights. In that respect, the Contractor shall be bound by the relevant provisions of the EUI's Data Protection Policy (<http://www.eui.eu/Documents/AboutEUI/Organization/PresidentDecisionOnPrivacy.pdf>) as well as by the current General Data Protection Regulation (GDPR) Regulation (EU) and all applicable national laws and regulations of the country where it is established regarding to the processing of personal data and privacy.

II.6.5 The Contractor shall grant its personnel access to the data only to the extent strictly necessary for the performance, management and monitoring of the FWC.

II.6.6 The Contractor undertakes to 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:

- a. prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
 - i. unauthorised reading, copying, alteration or removal of storage media;
 - ii. unauthorised data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - iii. unauthorised use of data-processing systems by means of data transmission facilities;
- b. ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c. record which personal data has been communicated, when and to whom;
- d. ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the EUI;
- e. ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f. design its organisational structure in such a way that it meets data protection requirements.

ARTICLE II. 7 - SUBCONTRACTING

II.7.1 The Contractor shall not subcontract without prior written authorisation from the EUI nor cause the FWC to be *de facto* performed by third parties.

II.7.2 The request for subcontracting must be accompanied by a clear indication of the activities that will be subcontracted, and must necessarily satisfy the requirements of the current

contract and any applicable national regulations. In the case of subcontracting occurring during the period of validity of the FWC resulting from this procedure, the Contractor must submit all required documentation to the EUI and await its prior authorisation before making it indispensable, effective and operational.

II.7.3 Even where the EUI authorises the Contractor to subcontract to third parties, the Contractor shall remain bound by its obligations to the EUI under this FWC and shall guarantee the provision of the services and be solely liable for the proper performance of the FWC as if it was performing the services itself.

II.7.4 The Contractor shall ensure that the subcontract does not affect rights and guarantees which the EUI has by virtue of this FWC and agrees to indemnify the EUI against any claim, loss, cost or expenses awarded against, suffered, incurred, or agreed to be paid by the EUI as a consequence thereof.

ARTICLE II. 8 - AMENDMENTS

II.8.1 Any amendment to the FWC shall be made in writing before fulfilment of any new contractual obligations and in any case before the date of payment of the balance.

II.8.2 The amendment may not have the purpose or the effect of making changes to the FWC which might call into question the decision awarding the FWC or result in unequal treatment of tenderers.

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 EUI.

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 EUI and shall have no effect on it.

[ARTICLE II.10 - OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

Please, see Art. I.8 of the Special Conditions of the present FWC]

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 EUI 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, then, without prejudice to the Contractor's actual or potential liability or to the EUI's right to terminate the FWC, the EUI may impose liquidated damages for each and every calendar day of delay.

The Contractor may submit arguments against this decision within 30 (thirty) days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by the EUI within 30 (thirty) 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 any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The Contractor shall inform the EUI about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the FWC.

Once the circumstances allow resuming performance, the Contractor shall inform the EUI immediately, unless the EUI has already terminated the FWC, order form or specific contract.

II.13.2 Suspension by the EUI

The EUI may suspend the performance of the FWC or any part thereof:

- (a) if the FWC 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 EUI shall give notice as soon as possible to the Contractor to resume the service suspended or inform the Contractor that it is proceeding with the termination of the FWC. The Contractor shall not be entitled to claim compensation on account of suspension of the FWC or of part thereof.

ARTICLE II. 14 - TERMINATION OF THE FWC

II.14.1 Grounds for termination

The present FWC shall be terminated automatically as soon as prohibitory sanctions or *informativa antimafia interdittiva* (antimafia prohibitory notice) are issued by the competent Prefecture towards the Contractor, in accordance with D. Lgs. N. 159 of 9th September 2011 in its version applicable at the time the sanction is issued. The Contractor may only be entitled to payment corresponding to part-performance of the FWC before the termination date, without any further obligations for the EUI.

Notwithstanding any other term of this FWC, the EUI may terminate the FWC, a order form or specific contract 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 substantially or calls into question the decision to award the FWC;
- b. if the execution of the tasks of the FWC or a purchase order or a specific contract has not actually commenced within 3 (three) months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the EUI;
- c. if the Contractor does not perform the FWC or a purchase order or specific contract as established in the tender specifications, the request for services or fails to fulfil any other substantial contractual obligation or repeatedly refuses to sign specific contracts. Termination of 3 (three) or more specific contracts in these circumstances also constitutes grounds 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 has been suspended by the Contractor as a result of force majeure, notified in accordance with Article II.11, where either resuming performance is impossible or the modifications to the FWC might call into question the decision awarding the FWC or result in unequal treatment of tenderers;
- 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 EUI has evidence that the Contractor or natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption or any other illegal activity detrimental to the financial interests of the EUI, or has evidence or seriously suspects that they are involved in a criminal organisation or money laundering;

- i. if the EUI has evidence that the Contractor or natural persons with power to represent or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the FWC, including the case of submission of false information;
- j. if the Contractor is unable, through its own fault, to obtain any permit or license required for the performance of the FWC, purchase orders or specific contracts;
- k. if the needs of the EUI 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;
- m. in the presence of serious misconduct by employees, duly reported in writing by the EUI and which are not promptly handled by replacement of personnel in question.

II.14.2 Procedure for termination

Whereby the EUI 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 EUI shall invite the Contractor to make any observations and, in the case of point II.14.1, point c) to inform the EUI about the measures taken to continue the fulfilment of its contractual obligations, within 30 (thirty) days from receipt of the notification.

If the EUI does not confirm acceptance of these observations by giving written approval within 30 (thirty) days of receipt, the termination procedure shall proceed. In any case of termination, the EUI shall formally notify the Contractor about its decision to terminate the FWC.

In the cases referred to in points in letter a), b), c), e), g), j), k) l) and m) 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) and k) 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 (sixty) days from the date of termination to draw up the documents required by the special conditions for the tasks already executed on the date of termination and produce an invoice if necessary. The EUI may recover any amounts paid under the FWC.

The EUI may claim compensation for any damage suffered in the event of termination.

On termination the EUI may engage any other contractor to execute or complete the services. The EUI 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.

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 EUI's account.

II.15.2 Currency

The FWC shall be in euros.

Payments shall be executed in euro (€) [or in the local currency, if the receiving party has its legal seat outside Euro-area].

II.15.3 Invoices and VAT

The EUI is a teaching and research centre which uses a decentralised administrative structure and which manages, in addition to the different internal projects, several activities which are externally financed by both public and private sponsors. The Contractor undertakes to follow the analytical invoicing procedures requested by the EUI, issuing on demand specific invoices for each cost centre/activity identified.

Invoices shall show the identification details of the contractor, the amount, currency and date, as well as the reference to the FWC, purchase order or specific contract.

The EUI is as a rule, exempt from payment of Value Added Tax (VAT) on goods imported and services provided for the EUI's official activities for amounts exceeding Euro 300.00 (three hundred/00), pursuant to art. 151, para 1 (b) and para 2 of Council Directive 2006/112/EC, as last amended by Council Directive 2009/162/UE.

Where VAT is due in Italy, the above exemption applies to goods imported and services provided for the EUI's official activities for amounts exceeding Euro 300.00 (three hundred/00), provided that the invoice includes the statement: "Esenzione IVA - Articolo 72-comma 1 lettera e) e comma 2 del D.P.R. n. 633 del 26/10/1972 e successive modifiche".

The EUI is exempt from customs duties and direct taxes within the terms of Articles 4 and 5 of the "[Protocol on the Privileges and Immunities of the European University Institute](#)" (Legge 181 del 21 Novembre 2014).

The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that supplies and services required for the performance of the FWC are exempt from taxes and duties, including VAT exemption.

II.15.4 Suspension of the time allowed for payment

The EUI may suspend the payment periods 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 EUI 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 EUI. 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 2 (two) months, the Contractor may request the EUI to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document and the new document produced is also rejected, the EUI reserves the right to terminate the order form or specific contract in accordance with Article II.14.1 (c).

II.15.6 [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, 3 (three) months after the debit note is notified to the Contractor. The EUI 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 tender specifications until its final acceptance by the EUI. The amount of a performance guarantee shall not exceed the total price of the FWC. The guarantee shall provide that it remains in force until final acceptance. The EUI shall release the guarantee within 1 (one) 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 EUI, by a third party;
- b. the guarantor stands as first-call guarantor and does not require the EUI to have recourse against the principal debtor (the contractor).

The cost of providing such guarantee shall be borne by the Contractor.

ARTICLE II.16 - REIMBURSEMENTS

II.16.1 Where provided by the special conditions or by the tender specifications, the EUI shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets, or failing that, on production of copies or scanned originals, or on the basis of flat rates.

II.16.2 Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

II.16.3 Travel expenses shall be reimbursed as follows:

- a. travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- b. travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- c. travel by car must be authorized by the EUI and shall be reimbursed on the basis of a Kilometre allowance, currently fixed at Euro 0,22 per kilometre. Other expenses (motorway tolls, ferry crossings, etc.) can also be reimbursed on presentation of the corresponding supporting documents.

II.16.4 Subsistence expenses shall be reimbursed up to Euro 175 per day as follows:

- a. for journeys of less than 80 km for a return trip, no subsistence allowance shall be payable;
- b. daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the destination;

- c. daily subsistence allowance is paid as a flat-rate and is considered to cover the hotel or other related cost (if applicable) breakfast and the two main meals, local travel, the cost of telecommunications, including fax and internet, and all other sundries;
- d. Taxi expenses are reimbursed up to a maximum of € 70 per visit.

Parking expenses (airports only) are reimbursed up to a maximum of 4 (four) days per visit.

All supporting documents (duly completed) must always be attached to the statement of expenses.

II.16.6 Conversion between the euro and another currency shall be made monthly applying the market rates for the penultimate day of the previous month quoted by the European Central Bank or, depending on availability, provided by the delegations or other appropriate sources close to that date.

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 EUI 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 EUI in the debit note, the amount due shall bear interest at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate) plus 3,5%. 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.

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 EUI receives 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 EUI may, after informing the contractor in writing, recover the amounts due by offsetting them against any amounts owed to the contractor by the EUI.

ARTICLE II.18 - CHECKS AND AUDITS

II.18.1 The EUI may check or have an audit on the performance of the FWC. It may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks and audits may be initiated during the performance of the FWC and during a period of 5 (five) years which starts running from the date of the payment of the balance.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EUI. Audits shall be carried out on a confidential basis.

II.18.2 The Contractor, during the lifetime of the FWC shall, or shall procure that its subcontractors shall gather, compile, correlate, collect and otherwise maintain all relevant accounts, records, books and other information in documentary form or on easily accessible electronic media ("Records"), arising in connection with the performance of the FWC.

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 payment of the balance.

II.18.3 The Contractor shall allow the EUI's staff and outside personnel authorised by the EUI 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 (thirty) days following the date of receipt to submit observations. The final report shall be sent to the contractor within 60 (sixty) days following the expiry of that deadline.

On the basis of the final audit findings, the EUI may recover all or part of the payments made and may take any other measure which it considers necessary.

SPECIFIC CONTRACT No [complete]

implementing Framework Contract No [complete]

The European University Institute (hereinafter referred to as "the EUI"), represented for the purposes of the signature of this specific contract by [*forename, surname, function, service*]²,
on the one part,

and

[*full official name*]

[*official legal form*]³

[*statutory registration number*]⁴

[*full official address*]

[*VAT registration number*]

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

[*In the case of a joint tender, please repeat these data as many times as there are contractors and continue numbering*]

(hereinafter referred to as "the Contractor"), [represented for the purposes of the signature of this specific contract by [*forename, surname and function of legal representative,*]]

[*In the case of a joint tender, please add the following paragraph*]

[The economic operators identified above and hereinafter collectively referred to as "the Contractor" shall be jointly and severally liable vis-à-vis to the EUI for the performance of this specific contract and shall be represented for the purposes of the signature of this specific contract by Mr/Ms [*forename, surname and function of legal representative and name of Contractor*]]

on the other part,

HAVE AGREED

² The signatory must be an authorising officer (by delegation or sub-delegation) designated in accordance with President's Decision n. 16/2016 of 24th February 2016 – "Delegation of signing authority to implement the Budget to the Secretary General of the European University Institute".

³ Delete if Contractor is a natural person or a body governed by public law.

⁴ Delete if Contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

ARTICLE 1 - SUBJECT MATTER

1.1 This specific contract implements Framework Contract (FWC) No [complete] signed by the EUI and the Contractor on [complete date].

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] if it has already been signed by both parties].

2.2 The performance of the contract starts from [the date of entry into force of this specific contract] [insert date].

2.3 The performance of the contract must not exceed [complete] [days] [months]. The parties may extend the duration by written agreement before it elapses and before expiry of the FWC.

ARTICLE 3 - PRICE

3.1 The price payable under this specific contract excluding reimbursement of expenses is EUR [amount in figures and in words].

[The maximum amount covering all services to be provided under this specific contract including reimbursement of expenses and excluding price revision is EUR [amount in figures and in words].]

3.2 [Reimbursement of expenses is not applicable to this specific contract.] [Within the price payable, up to EUR [amount in figures and in words] is earmarked for expenses, which must be reimbursed in accordance with the FWC].

3.3 The EUI is exempt from payment of value added tax for services and purchases under the normal course of business for amounts exceeding €300.00 (pursuant to Article 72- paragraph 1-e) and paragraph 2 of Presidential Decree 633 of 26/10/1972 and subsequent amendments).

ARTICLE 4 - PERFORMANCE GUARANTEE

[Not applicable]

[Option 1 - Performance guarantee by deduction from payment of balance]

[A performance guarantee shall be constituted by deduction of 10% of the total value of the specific contract on the payment of the balance. It shall be withheld for up to [complete] months from the date of payment of the balance.]

[Option 2 - Performance guarantee by financial guarantee]

[A performance guarantee for an amount of EUR [*amount in figures and in words*] shall be issued no later than [*insert date*][the date of dispatch of the invoice for payment of the balance]⁵ according to the conditions laid down in Article II.15.6 of the FWC.]

ARTICLE 5 - COMMUNICATION DETAILS

Any notice or other communication relating to the present specific contract shall be sent to the appropriate address or email address set out below:

EUI:

European University Institute [<i>name of the Service</i>] Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI) E-mail address: xxxxxxx@EUI.eu

Contractor:

Name and surname:	
Function:	
Contractor name:	
Full official address:	
Email:	

ARTICLE 6 - EXPLOITATION OF THE RESULTS

[Not applicable]

[Insert details on the intended use of results linked to the specific request for service supplementing or replacing clause 1.8 of the special conditions]

Annexes

Request for service

Contractor's specific tender (No [*complete*]⁶ of [*insert date*])

Signatures

⁵ This bank guarantee can be requested later in the execution of the contract, not necessarily at the beginning, since it covers ex-post performance and the longer a guarantee is, the more expensive it is.

⁶ Number to be inserted in case of competitive multiple Framework Contract.



Draft Framework Service Contract

For the Contractor,
[forename/surname/function]

For the EUI,
[forename/surname/function]


signature[s]: _____

signature[s]: _____

Done at [insert name of city], [date]

Done at [insert name of city], [date]

In duplicate in English

 European University Institute		FRAMEWORK CONTRACT		
		ORDER FORM		
Service:	Order number:	(Name and address of Contractor)		
	Currency of payment: EUR			
Tel.:	Offer (date and reference):			
E-mail:				
This order is governed by the provisions of Framework Contract No. _____ in force from _____ to _____				
LISTING OF THE SUPPLIES / SERVICES / WORKS and code	Unit	Quantity	Price in €	
			Unit price	Total
Pursuant to the provisions of Articles 4 and 5 of the Protocol on the Privileges and Immunities of the European University Institute, the EUI is exempt from all taxes and dues, including value added tax for amounts exceeding 300.00 EUR, on payments due in respect of this contract. For intra-community purchases, the mention "VAT Exemption / European University Institute / Article 151 para 1 (b) and para 2 of Council Directive 2006/112/EC, as last amended by Council Directive 2009/162/UE" should be added on the invoice. [In Italy, use of this contract constitutes a request for VAT exemption provided the invoice includes the statement: "Esenzione dall'IVA - Articolo 72 - comma 1 lettera e) e comma 2 del Decreto del Presidente della Repubblica DPR n. 633/72 e successive modifiche".]		Packaging Insurance Transport Assembly VAT		
		GRAND TOTAL:		
Place of delivery or performance: Final date of delivery or performance: Terms of payment: 60 days from receipt of the invoice Guarantee:		Contractor's signature		
Date of issue: Signature [name and position]:		Name and Surname: Position: Date:		
The invoice shall be paid only if the Contractor has returned the signed order form.				