

FRAMEWORK SERVICE CONTRACT

CFT/EUI/REFS/2013/003 - LOT B - building works, civil engineering, infrastructure and mechanics concerning the construction, renovation and maintenance of buildings including civil, industrial and related infrastructure.

The European University Institute, an international research organisation created with [the Convention](#) of 19/04/1972 Member States of the European Union for the attainment of doctoral degrees and post-doctoral specialisation in the social sciences (<http://www.eui.eu>), headquartered in San Domenico di Fiesole, via dei Roccettini 9 CF 80020410488, represented by President, Prof. Joseph HH Weiler (hereinafter referred to as the Contracting Authority, the IUE, or Institute),

on the one part, and

and

[Full official name]

[Official legal form]

[Statutory registration number]

[Full official address]

[VAT registration number]

(Hereinafter 'the Contractor' or the 'Company'), represented for the purposes of the signature of this contract by Mr/Ms [forename, surname and function,]

on the other part,

HAVE AGREED

to the **special conditions**, the **general conditions for service contracts**, [the purchase order module] and [the specific Contract module] as well as the following Annexes:

- Annex I -** Special Tender (CFT/EUI/REFS/2013/003 of)
- Annex II -** Letter of Invitation
- Annex III**
- Contractor's tender (reference No [complete] of [insert date])
 - Technical offer;
 - Financial offer;
 - Declaration in lieu;
 - Administrative documents.

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

- The terms set out in the Special Conditions shall take precedence over those in the other parts of the FWC.
- The terms set out in the General Conditions shall take precedence over those in the Annexes.
- The terms of this FWC prevail over those in the project orders and specific contracts.

I - SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER

I.1.1 The subject of the FWC is the carrying out of *building works, civil engineering, infrastructure and mechanics concerning the construction, renovation and maintenance of buildings including civil, industrial and related infrastructure*, as described in the Letter of Invitation, in the Special Contract Specifications (SCS), initialled for acceptance on each page by the Contractor in the tender here attached, as well as those described in the economic offer, in the technical design and organisational report and in all documentation provided by Company in the tender.

I.1.2 Signing of the FWC imposes no obligation on the Contracting Authority to purchase. Only performance of the FWC through purchase order forms or specific contracts is binding on the Contracting Authority.

I.1.3 The Contractor is selected for a multiple FWC in cascade and occupies the *[complete]* position in the ranking of Contractors.

I.1.4 The place of execution of the contractual services will be the university venues and residences of the European University Institute and the Historical Archives of the European Union, as indicated in Article 7 and Annex H - Floor plans of the SCS.

ARTICLE I.2 - ENTRY INTO FORCE AND DURATION

I.2.1 The FWC shall enter into force on 01/01/2014, whereby signed by both parties.

I.2.2 Under no circumstances may the FWC commence before the date on which the contract enters into force. In no case may implementation commence before the date on which it enters into force for purchase orders or specific contracts.

I.2.3 The FWC is concluded for a period of 60 (sixty) months with effect from the date on which it enters into force. Unless otherwise specified, all periods mentioned 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 six (six) months after its expiry.

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

I.2.6 Where at the end of the natural term of the FWC, the Contracting Authority has not yet awarded the service for the following period, the Company/Companies shall be obliged to continuation of service for a period not exceeding six (6) months under the same terms and conditions in force at the expiration date.

ARTICLE I.3 - PRICES

I.3.1 The maximum amount of the FWC is €1,000,000.00 (one million/00), excluding VAT. However, this indicative amount should not be understood as an absolute commitment for the Contracting Authority to acquire services to the amount corresponding to the maximum.

These amounts have been determined by the Contracting Authority on the basis of comparison between the costs incurred for the activities over the years 2010-2011-2012-2013 and the costs of labour and materials as stated in the [Price List for the carrying out of public works and maintenance of the Municipality of Milan 2013 and annexes](#): Volume 1.1 (Civil and Urbanisation Work Calculations), Volume 1.2 (Electrical and Mechanical Infrastructure Work Calculations), Volume 2.1 (Unitary and Maintenance Costs for Civil and Small Urbanisations), Volume 2.2 (Unitary and Small Electrical and Mechanical Maintenance Costs), 2013 amendments and relative Technical Specifications.

The amount has been calculated on the basis of presumed and unforeseeable requirements as well as statistics relating to previous years, subject to variation throughout the period of validity of the contract. The indicated amount is intended as being non-binding for the Institute.

Whereby expenditure reaches the total value for the planned budget prior to the natural expiration of the contract resulting from the present procedure, the Institute shall undertake the launch of a new tender process.

Tenders greater than the aforementioned amounts shall not be accepted.

The Institute 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 to be provided in Annex III.

I.3.2 Whereby expenditure reaches the total value for the planned budget prior to the natural expiration of the contract resulting from the present procedure, the Institute shall undertake the launch of a new tender process.

I.3.3 Price revision

The prices are fixed and not subject to revision during the first year of the FWC.

At the beginning of the second and every following year of the FWC, the amount(s) may be revised upwards or downwards, if such revision is requested by one of the parties in writing no later than three months before the expiry of the FWC.

The review will be carried out on the basis of any change resulting from the “ISTAT” index of reference.

The ISTAT index of reference for the review is the index of consumer prices for families of workers and employees (“FOI”). The FOI index of the penultimate month preceding the request shall be used for the re-evaluation. In the case whereby the revaluation request is received after the annual expiration date, the same will be granted with effect from the date of receipt of the request.

The Contracting Authority is purchasing on the basis of prices prevailing at the date on which both parties have signed the purchase orders or specific contracts. These prices are not subject to revision.

ARTICLE I.4 - PAYMENT AND EXECUTION OF THE FRAMEWORK CONTRACT

I.4.1 Multiple framework contract in cascade

Within 10 working days from the date on which the Contractor has received a request for services, the Contracting Authority must receive a specific offer, duly signed and dated.

Where not available, the Contractor shall give reasons for refusal within the same period. The Contracting Authority shall have the right to send the service request to the next Contractor listed. In the case of non-compliance with the terms, the Contractor shall be considered unavailable.

Within 5 working days from the date on which it has been sent to the Contractor a specific purchase order, the Contracting Authority should receive the contract, duly signed and dated. Failure to meet the deadline shall result in the Contractor being considered unavailable.

The period allowed for the execution of the tasks shall start from the date on which the Contractor signs the purchase order contract, unless a different date is indicated on that document.

The use of the mechanism of cascade is maintained even in the event of failure to comply with the minimum standards of service as described in the SCS.I.4.2 Payment

To obtain payment, the Contractor will follow the analytical procedures required by the Institute in terms of billing, issuing upon request specific invoices for each cost/activity reported.

The Contracting Authority shall make payment within sixty (60) days of receipt of invoice, against the previous validation of the “Final report” by the referent of the Institute.

The specific disciplines are outlined in Article **II.10 – Payments and clauses II.10.3 - Invoices and VAT** of the General Conditions.

Deductions resulting from economic penalties for non-compliance referred to in Article 28 of this tender or reimbursement of expenses will be compensated simultaneously with the payment of invoices for the period of reference.

ARTICLE I.5 - BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in Euro (€) and identified as follows:

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

ARTICLE I.6 – COMMUNICATION DETAILS AND DATA CONTROLLER

For the purposes of Article II.6, the data controller shall be the Real Estate and Facilities Service, represented by its Director Dr. Kathinka España.

Communications shall be sent to the following addresses:

Contracting Authority:

Istituto Universitario Europeo
Ufficio Patrimonio e Logistica
Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)
E-mail address: RealEstateAndFacilitiesService@EUI.eu

Contractor:

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

ARTICLE I.7 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1 The FWC shall be governed by financial regulations and procedures for the discipline and the award of contracts in use at the Institute, supplemented where necessary and whereby not expressly provided for in this agreement and other contractual documentation here connected by the rules of Italian legal system, where applicable.

I.7.2 Any dispute between the parties in relation to the interpretation, application or validity of the contract which cannot be settled amicably shall be brought before an ad hoc Mediator (ombudsman), appointed by the parties by mutual agreement, as described in Article 43 of the SCS.

Initialed by the Legal Representative for acceptance

I.7.3 If the decision of the Mediator is considered insufficient, either party may proceed with an arbitration process within four (4) weeks as described in Article 44 of the SCS.

I. ARTICLE 8 - TERMINATION OF CONTRACT BY ONE OF THE PARTIES

I.8.1 Pursuant to art. 1671 Civil Code, the Contracting Authority may terminate the contract, even after commencement of the performance, provided the Company is held non-accountable for any expenses incurred by the work already carried out before the date of termination.

I.8.2 Should the Contractor waive the award, they shall not undertake any action to recover the deposit made. The Contracting Authority, in this case, will request compensation for damages as well as take any other legal action to protect their interests. **In this case nothing shall be owed to the Company for any investment put in place for the activation of the contract.**

1.8. 3 Should the company intend to withdraw from the contract before the expiration of the same without justifiable reason or cause, the Contracting Authority reserves the right to retain, by way of penalty, the entire deposit and charge, by way of damages, increased fees however arising from the award of service to another company.

I .8. 4 The termination of the FWC or Contract, the purchase orders or specific contracts shall be officially communicated to the other party by registered mail, providing at least one month's notice.

ARTICLE I. 9 - MECHANISM OF SANCTIONS AND PENALTIES

The carrying out of the service by non-regular or unsatisfactory means in the opinion of the Contracting Authority, shall incur the application of penalties pursuant to Article 28 of the SCS.

The non-regular and unsatisfactory provision of the service will be notified in writing to the Contractor by the Contract Manager. The Company shall respond in any case with their comments in writing to the Client within 5 (five) days from the dispute. If said response is not acceptable to the judgment of the Contracting Authority, there is no answer or the same is not received within the time specified, to the Contracting Authority will apply the penalties referred to in Article 28 of the SCS, from the date of the commencement of failure.

The request and/or payment of penalties shall not relieve the Contractor under any circumstances from performance of the obligations for which they are currently responsible.

ARTICLE I.10 - PROVISIONS RELATING TO SAFETY

I.10.1 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 in Legislative Decree 81/2008 and subsequent amendments.

All activities related to the services covered by this SCS 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 company 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 Company 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 Contracting Authority reserves the right to carry out checks and controls on compliance by the Company towards the rules on the prevention of accidents, reserving the right in the case of non-compliance, to immediately terminate the contract.

I.10.2 In accordance with Legislative Decree 81/08 (Safety at Work) the Contracting Authority has prepared a Interference Risk Assessment Document (IRAD) relating to this service, which is attached as an integral part to this agreement.

I.10.3 The Contractor, in relation to obligations entered into with the acceptance of this SCS, expressly exempts the Contracting Authority from any and all liability for any injuries or damages suffered by people, things, means and valuables of both the Contractor, both to the enterprise itself as well as third-parties and attests to responsibility for activities occurring in the execution of the contract 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 Contracting Authority is considered "third" for all intents and purposes, as described in Article 40 of the Specifications Special Contract.

ARTICLE I.11 – CONTRACTUAL FEES

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

SIGNED

For the Contractor,

[Name/surname /function]

Signature/s: _____

Signed in Florence, on _____

For the Contracting Authority,

[Name/surname /function]

Signature/s: _____

Signed in Florence, on _____

In duplicate in the Italian language.

II - GENERAL CONDITIONS FOR FRAMEWORK SERVICE CONTRACTS

ARTICLE II. 1 - IMPLEMENTATION 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 Each reference made to the Contractor's personnel for the FWC relate exclusively to individuals who contribute to the 'execution of the FWC.

II.1.4 The Contractor must ensure that the personnel performing the contract possesses the professional qualifications and experience required for the execution of the tasks assigned to it.

II.1.5 The Contractor shall neither represent the Contracting Authority nor behave in any way that would give such an impression. The Contractor shall inform third parties that it does not belong to the European public service.

II.1.6 The Contractor shall be solely responsible for the personnel who executes 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 Contracting Authority;

(b) the Contracting Authority 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 Contracting Authority any right arising from the contractual relationship between the Contracting Authority 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 Institute 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 contract, the Contractor shall replace him without delay. The Contracting Authority shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel must have the necessary qualifications and be capable of performing the contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to it resulting from the replacement of personnel.

II.1.8 Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the Contractor shall immediately and on its own initiative record it and report it to the Contracting Authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by

the Contractor to ensure full compliance with its obligations under this contract. 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 contract, the Contracting Authority may, without prejudice, implement its right to terminate the contract or reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, the Contracting Authority may claim compensation.

ARTICLE II. 2 - LIABILITY

II.2.1 The Contractor shall be solely responsible for complying with any legal obligations incumbent to it. The payment for all conglomerate charges and obligations intends the prices offered by the Contractor in the tender.

II.2.2 The Contracting Authority shall not be held liable for any damage caused or sustained by the Contractor, including any damage caused by the Contractor to third parties during or as a consequence of performance of the contract, except in the event of wilful misconduct or gross negligence on the part of the Contracting Authority.

II.2.3 The Contractor shall, in the execution of service, comply with all procedures and precautions that apply to prevent the possibility of damage to property of the Contracting Authority and third parties, and especially of injury to persons engaged in the service and third parties, in compliance with the provisions of applicable legal requirements. Any liability, in the event of accidents for damages in the operation or the fact of Contractor appointees will fall, therefore, upon the company, relieving the Contracting Authority. In addition, the Contractor shall be liable for any loss or damage suffered by the Contracting Authority in the execution of the Contract, including in the event of a subcontract and any third party claims. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the Contractor or of its personnel or subcontractors, the Contractor shall have unlimited liability for the amount of the damage or loss.

II.2.4 The Contractor at their own expense shall restore the premises, artefacts, fixtures, floors, equipment or whatever else becomes accidentally damaged during the execution of the service, as determined at the discretion of the Contracting Authority referent.

II.2.5 The Contractor undertakes to relieve the Contracting Authority from any liability arising from any actions brought directly against the same, by employees of the Company pursuant to Article 1676 of the Civil Code and to indemnify the Contracting Authority from any harmful consequence that might be caused by persons or things according to the services provided

II.2.6 The Contractor shall observe the rules stemming from existing laws and agreements on the employment of labour, disability, age, workplace accidents, involuntary unemployment and all other provisions governing the execution phase of the contract.

II.2.7 For workers employed in the execution of the service, whether they are Contractor employees (or working partners whereby cooperatives) and/or subcontractors, the Contractor undertakes to comply with regulatory conditions and wages that are not to be less than those resulting from collective agreements and by national territorial labour agreements applicable on the date of the Contract as well as with conditions resulting from subsequent amendments and additions, and generally, by any other collective agreement subsequently entered into by category and applicable in the province of Florence. The obligation remains even after the expiry of such contracts and collectives until they are replaced.

These obligations shall bind the Company throughout the period of validity of the contract even if it is not adhering to the signatory associations or withdraws from them, and whatever the nature of trade or industrial applications, the structure or size of the Company as well as its legal status or economic union, including the cooperative form.

It shall be possible for the Contracting Authority to ask the Contractor at any time to substantiate the application of the regulations provided for in the collective salary category contracts and supplemental agreements for workers employed in the service. If the company is found to not be in compliance with these obligations, the Contracting Authority will apply a withholding tax of up to 20% of the amount due.

The deduction will be released only upon presentation by the Contractor of the documentation certifying the payment of social security contributions and compulsory workplace accident and occupational illness insurance, without the company itself being able to lay any claim towards non- or delayed payment

II.2.8 The Contractor shall take out an insurance policy against risks and damage relating to the performance of the contract, if required by the relevant applicable legislation. It shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Contracting Authority should it so request.

ARTICLE II. 3 - CONFLICT OF INTEREST

II.3.1 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.3.2 Any situation constituting or likely to lead to a conflict of interest during the performance of the FWC shall be notified to the Contracting Authority in writing without delay. The Contractor shall immediately take all the necessary steps to rectify the situation. The Contracting Authority reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.

II.3.3 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.3.4 The Contractor shall pass on all the relevant obligations in writing to its personnel and to any natural person with the power to represent it or take decisions on its behalf and ensure that it is not placed in a situation which could give rise to conflicts of interest. The Contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the FWC including subcontractors.

II.3.5 In compliance with the Personnel Statute, in particular art. 11, EUI's staff members cannot accept any gift, directly or indirectly connected with their own work activities. The Contractor takes cognizance of this rule and the consequent termination of the contract in case of non-conformity.

ARTICLE II. 4 - CONFIDENTIALITY

II.4.1 The Contracting Authority and the Contractor shall treat with confidentiality any information and documentation, in any form, disclosed in writing or orally in relation to the performance of the FWC and identified in writing as confidential.

The Contractor shall:

- (a) not use confidential information and documentation for any purpose other than fulfilling its obligations under the FWC without prior written agreement of the Contracting Authority;
- (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 Contracting Authority.

II.4.2 The confidentiality obligations set out in Article II.4.1 shall be binding on the Contracting Authority and the Contractor during the performance of the FWC and for five years starting from the date of the payment of the balance unless:

- (a) the 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.4.3 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. 5 - PRIVACY POLICY

II.5.1 Any personal data included in the FWC shall be processed in accordance with the European University Institute policy, as provided for in the specific Presidential Decree n.40/2013 on the protection of individuals with regard to the processing of personal data by community institutions and bodies and on the free movement of such data. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the contract without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

II.5.2 The Contractor is bound to follow and to ensure the same of their employees, working partners and/or collaborators, its policy for the Protection of Personal Data as set out in the Presidential Decree no. 40 of 27 August, 2013 provided on page <http://www.eui.eu/AboutTheWebsite/DataProtection.aspx>. In addition, all persons involved in service provision are bound by professional secrecy for all data, economic, financial, equity, statistical, personal and/or any other information related to the Institute, of which they may become aware in the course of service. Consequently, the Contractor is declared liable pursuant to the Presidential Decree and the aforementioned Article 29 of Legislative Decree no. N. 196/2003, as applicable. Under no circumstances however, shall the collection and disclosure of such data be allowed, at risk of contract termination and the application of all relative charges towards damage caused by improper use.

II.5.3 The Contractor shall have the right of access to their personal data and the right to request correction. For any questions regarding the processing of their personal data, the Contractor must contact the person responsible for processing the data.

II.5.4 The Contractor shall have the right of recourse at any time to the management of data processing, in the person of Dr. Kathinka España.

II.5.5 Where the contract requires the processing of personal data by the Contractor, 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 their rights.

II.5.6 The Contractor shall grant its personnel access to the data only to the extent strictly necessary for the performance, management and monitoring of the contract.

II. 5.7 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 Contracting Authority;

(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. 6 - SUBCONTRACTING

II.6.1 Without prior written authorisation of the Contracting Authority, the Contractor may not grant or subcontract to a third party that which is in fact reliant upon for the performance of the FWC.

II.6.2 Even when the Contracting Authority is authorised to award a subcontract to third parties, the Contractor shall nevertheless remain bound to contractual obligations and shall bear exclusive liability for proper performance of this Agreement.

II.6.3 Subcontracting, if the Contracting Authority so authorises, must be declared in the offer, with clear indication of the activities that will be, and must necessarily satisfy the requirements of the applicable Italian regulations and be authorised in advance by the Contracting Authority. In the case of subcontracting occurring during the period of validity of the contract resulting from this procedure, a company must submit all required documentation to the Institute and await its prior authorisation before making it indispensable and effective and operational.

II.6.4 The Contractor shall ensure that the subcontract does not affect rights and guarantees to which the Contracting Authority has in accordance with this Agreement, in the event of breach of this prohibition, subject to the right of the Contracting Authority to pay all damages and expenses, the Contract will terminate automatically.

ARTICLE II. 7 - AMENDMENTS

II.7.1 Any amendment to the FWC or purchase order form or specific contract shall be made in writing before fulfilment of all contractual obligations. An order form or a specific contract may not be deemed to constitute an amendment to the FWC.

II.7.2 The amendment may not have the purpose or the effect of making changes to the FWC or to purchase order forms or specific contracts which might call into question the decision awarding the FWC, purchase order form or specific contract or result in unequal treatment of tenderers or Contractors.

ARTICLE II. 8 - FORCE MAJEURE

II.8.1 "Force majeure" means any unforeseeable and exceptional situation or event beyond the control of the parties and not attributable to the fault or negligence of either nor to a subcontractor, which prevents the fulfilment of one or more obligations of the FWC and that cannot be avoided despite the diligence of the parties concerned. Not be invoked as force majeure are non-receipt of a service, equipment or material defects or availability delays, unless stemming directly from a relevant case of force majeure or from labour disputes, strikes or financial difficulties.

II.8.2 The parties in a situation of force majeure shall immediately notify all officials of the other parties, stating the nature, likely duration and foreseeable effects of such a situation.

II.8.3 The party in a situation of force majeure is not considered at default if contractual obligations are not fulfilled due to force majeure. Where a Contractor is unable to perform its contractual obligations due to force majeure, they have the right to remuneration only for tasks actually executed.

II.8.4 The parties shall take all measures necessary to limit any damages resulting from force majeure situations.

ARTICLE II. 9 - TERMINATION OF THE FRAMEWORK CONTRACT**II.9.1 Grounds for termination**

The Contracting Authority **may** terminate the FWC, a purchase order or specific contract, as well as general provisions of Article 1453 of the Civil Code for the cases of non-fulfilment of contractual obligations, as well as for the cases listed below, pursuant to Article 1456 of the Civil Code:

(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) opening of insolvency proceedings in respect of the Contractor or dependent parent of the Contractor in the event of a group of companies;

- (C) the liquidation or sale of the Contractor's or dependent parent of the company in the event of a group of companies;
- (D) failure to comply with the provisions of law relating to employees and non-application of collective agreements;
- (E) unexplained interruption of service;
- (F) failure to submit the Social Security documentation, certifying payment of taxes, social security contributions and assistance relating to employees;
- (G) in the presence of serious misconduct by employees, duly reported in writing by the Contracting Authority and which are not promptly proceeded by replacement of personnel in question;
- (H) where the performance of the services as part of a purchase order or specific contract has not actually commenced on the date foreseen, and the new date proposed, if any, is considered unacceptable by the Contracting Authority;
- (I) if the Contractor fails to carry out the FWC or a purchase order or specific contract in accordance with the contract documents, the request for services or other substantial contractual obligation failure;
obligation failure;
- (J) in the event of force majeure notified in accordance with Article II.11 or if the performance of the contract has been suspended by the Contractor as a result of force majeure, notified in accordance with Article II.13, where either resuming performance is impossible or the modifications to the FWC might call into question the decision awarding the contract or result in unequal treatment of tenderers;
- (K) where the Contractor is in a state of bankruptcy, liquidation, receivership, composition with creditors, have suspended business activities or is in any analogous situation arising from a similar procedure provided for in national legislation and regulations or the like is being held against them;
- (L) 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;
- (M) 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 contract is to be performed;
- (N) if the Contracting Authority 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 are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the financial interests of the EUI;
- (O) if the Contracting Authority is in possession of evidence that the Contractor or persons having the authority to represent or make decisions on its behalf have committed substantial errors,

irregularities or fraud in the award procedure or the execution of the FWC, including the case of submission of false information;

(P) if the Contractor is unable, through their own fault, to obtain any permit or license required for the execution of the FWC, purchase orders or specific contracts;

(Q) whereby the requirements of the Contracting Authority change and no longer requires the services provided for under the FWC.

II.9.2 Resolution procedure

Whereby the Contracting Authority intends to terminate the FWC, a purchase order or specific contract, the Contracting Authority shall inform the Contractor, specifying the reasons in advance by sending documentation via registered mail, fax or email.

The Contracting Authority shall invite the Contractor to submit any comments and, in the case referred to in clause II.9.1, point i) to inform, within 15 days of receiving notice of the measures taken to continue the completion of the contractual obligations. If the Contracting Authority does not confirm acceptance of these observations by written approval within 15 days of receipt, the termination procedure shall continue.

For the cases listed in letter b) to g) of clause II.9.1, the Contract will be automatically terminated with immediate effect pursuant to notice, whereby the Contractor shall be notified in advance by registered mail, fax and/or email, in which the EUI declares its intention to invoke the termination clause for the situation encountered.

In all other cases of termination, the Contracting Authority shall formally communicate to the Contractor the decision to terminate the Contract, purchase order or specific contract by registered mail at least thirty (30) days before the date from which it would take effect, except for the occurrence of unanticipated events or caused by force majeure.

II.9.3 Effects of termination

In the event of termination, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the Contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The Contractor shall have 60 days from the date 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 Contracting Authority may recover any amounts paid under the FWC.

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

The contract being rescinded **because** of the Contractor, shall determine, at the behest of the Contracting Authority, the enforcement of the guarantee policy, without prejudice to any action for compensation for damages suffered, and any other action that the administration considers appropriate to undertake in the protection of their interests.

On termination the Contracting Authority may engage any other Contractor to execute or complete the services. The Contracting Authority shall be entitled to claim from the Contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the FWC.

ARTICLE II. 10 - REPORTING AND PAYMENTS

II.10.1 Date of payment

Payments shall be deemed to be effected on the date when they are debited to the Contracting Authority's account.

II.10.2 Currency

The Agreement is entered in euro.

Payments shall be made in euro (€).

II.10.3 Invoices and VAT

The Institute 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 Institute, issuing on demand specific invoices for each cost centre/activity identified.

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

Payments by bank transfer are to be effectuated through the Credit Institution of the Institute, no later than sixty (60) days from receipt of invoice, upon purchase of a regular DURC by the Contractor. In the event of a formal and/or substantial irregularity of the invoices, payment terms shall be interrupted and formal notice shall be provided to the Contractor. In the case of an irregular DURC company and/or any subcontractors, payment shall be suspended until regularisation of contributions. If the contribution is not remedied by the Contractor, the Contracting Authority reserves the right to withhold the corresponding amount from the Company. The payment of the amount due of the non-compliance identified by the DURC shall go directly to social security and insurance.

In case of delay in payment of wages owed to employees of the Company and/or the subcontractor employed in the execution of the Contract, the officer in charge shall present written communication to the defaulting party to do so within the next fifteen (15) days. If no action is taken in that period, and whereby no formal challenge justifying the merits of the request has been submitted within the time limit given above, the Contracting Authority shall be entitled to pay the outstanding wages directly to the workers, even throughout the course of work, deducting the owed amount from the Contractor. The officer in charge of the Contract shall prepare receipts for payments made and forward all documentation to the Provincial Employment Office responsible for the necessary findings.

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

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](#)".

II.10.4 Guarantee deposit

By way of guarantee for the tender, applicants are required to submit documentation certifying the payment of a provisional security deposit equal to 2% of the presumed contract value, as specified in the Letter of Invitation. This deposit will be returned to the awarded Company following the establishment of the final deposit equal to 10% of the contractual amount, required to guarantee the proper execution of contractual obligations and cover any charges for failure to meet its obligations.

To the non-successful competitors, the return of the deposit presented during the offer process shall be returned no later than thirty (30) days from the award of the tender.

The forms provided are:

- a bank guarantee, insurance policy or other policy issued by financial intermediaries entered in the special list of Article 107 of Legislative Decree 385/93 and subsequent amendments

The security deposit must be valid for the entire duration of the contract and must expressly provide for the waiver of the benefit from the execution estimate of the principal debtor and shall be operational within fifteen (15) days upon written request of the Contracting Authority.

Notwithstanding compensation for damages in favour of the Contracting Authority, failure to submit the deposit within the time specified shall result in the revocation of the award and forfeiture of the provisional security deposit by the same.

The European University Institute, as an international body, is not required to observe the Legislative Decree 163/2006 and therefore shall not accept deposits of less than 2%.

SPECIFIC CONTRACT N. [complete]

in execution of the framework contract n. [complete]

The European University Institute, an international research organisation created with [the Convention](#) of 19/04/1972 Member States of the European Union for the attainment of doctoral degrees and post-doctoral specialisation in the social sciences (<http://www.eui.eu>), headquartered in San Domenico di Fiesole, via dei Roccettini 9 CF 80020410488, represented by Secretary General Dr. Pasquale Ferrara, for specific delegation of the President (decision 32/11) (hereinafter referred to as the Contracting Authority, the IUE, or Institute),

on the one part, and

and

[Full official name]

[Official legal form]

[Statutory registration number]

[Full official address]

[VAT registration number]

(Hereinafter 'the Contractor' or the 'Company'), represented for the purposes of the signature of this contract by Mr/Ms [forename, surname and function,]

on the other part,

HAVE AGREED

ARTICLE III.1: SUBJECT MATTER

III.1.1 This specific contract implements Framework Contract (FWC) no. [complete] signed by the Contracting Authority and the Contractor on [complete date].

III.1.2 The subject matter of this contract refers to Lot B – building works, civil engineering, infrastructure and mechanics concerning the construction, renovation and maintenance of buildings including civil, industrial and related infrastructure of the FWC.

III.1.3 The Contractor undertakes, in accordance with the terms set out in the FWC and in this specific contract and the annexes thereto, which form an integral part thereof, to perform the [following tasks:] [tasks specified in Annex [complete].]

Article III.2: Entry into force and duration

III.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].

III.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.

Article III.3: Price

III.3.1 The maximum total price to be paid under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

III.3.2 In addition to the maximum total price [no reimbursable expenses are foreseen].

ARTICLE III.4: OTHER SPECIAL CONDITIONS

[Non pertinent]

[Insert details on the foreseen results connected to the specific service requests integrated into or substituting Article I.8 of the special conditions.]

ATTACHMENTS

Service requests.

Special Contractor offer/s.

SIGNED

Initialed by the Legal Representative for acceptance

For the Contractor,

[Name/surname /function]

Signature/s: _____

For the Contracting Authority,

[Name/surname /function]

Signature/s: _____

		FRAMEWORK AGREEMENT			
		Order form			
Units:	Order no.:	(Name & address of Contractor)			
Tel:	Payment Currency: EUR				
E-mail:	Offer (Date and reference):				
<p>This order is governed by the provisions of Framework Contract No.CFT/EUI/REFS/2013/003/LOTTO B</p> <p>in force from _____ to _____</p>					
List of services (with an indication of the Code)		Unit	Amount	Price in €	
				Unit	Total
<p>In accordance with Articles 4 and 5 of the Protocol on the Privileges and Immunities of the European University Institute, the EUI is exempt from taxes, fees and charges, shall also be exempt from value added tax on payments due under this contract for amounts exceeding € 300.00, pursuant to art. 72-paragraph 1-e) and paragraph 2 of Presidential Decree 633 of 26/10/1972 and subsequent amendments.</p>		Packing Insurance Freight Mounting VAT			
		TOTAL:			
Place of delivery or performance and / or Incoterm: Deadline for delivery or performance: Terms of payment: Warranty:		Signature of Contractor Name and surname: Function: Date:			
Date of issue: Signature [name and surname and function] The request for payment is valid only if the Contractor has sent the order form signed.					