



Schola Europaea

The footnotes / options in blue are purely internal instructions, which should be read and **deleted** before sending the contracts.

The options [in grey roman characters in square brackets] should be used or deleted.

Comments [*in grey italics in square brackets*] should be deleted and / or replaced with the appropriate information.

In order to avoid problems of concordance in references between general conditions and specific conditions, the renumbering of specific conditions is prohibited. Unnecessary items may be replaced by the words "not applicable". The date of the model contract appearing in the "header" **must NOT be deleted** in order to guarantee legal certainty with regard to the applicable articles. The general conditions must not be modified. Derogations must be inserted in the special conditions.

## FRAMEWORK CONTRACT FOR SERVICES

REFERENCE: [Insert]

1. [Name of the school] [{"*abbreviation*"}] ("the contracting authority"), with its principal address at [Full official address], legally represented by its Authorizing Officer [*forename, surname, function, department of authorising officer*],

of the one part and

2. [Full official name]

[Official legal form]

[Statutory registration number or ID or passport number]

[Full official address]

[VAT registration number]

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

[For joint tenders, repeat these data as many times as there are contractors and continue numbering]

([collectively] "the contractor"), represented for the purposes of the signature of this framework contract by [*forename, surname, function of legal representative and name of company in the case of a joint tender*],

on the other part,

## HAVE AGREED

to the **special conditions**, the **general conditions for framework contracts** for services and the following annexes:

**Annex I** – Tender specifications (reference No [complete] of [insert date])

**Annex II** – Contractor's tender (reference No [complete] of [insert date])

**Annex III** – [Model for order forms] and [model for Specific contract]

[Insert other annexes]

which form an integral part of this framework contract ('the FWC').

This FWC sets out:

1. the procedure by which the contracting authority may order services from the contractor;
2. the provisions that apply to any specific contract which the contracting authority and the contractor may conclude under this FWC; and
3. the obligations of the parties during and after the duration of this FWC.

All documents issued by the contractor (end-user agreements, general terms and conditions, etc.) except its tender are held inapplicable, unless explicitly mentioned in the special conditions of this FWC. In all circumstances, in the event of contradiction between this FWC and documents issued by the contractor, this FWC prevails, regardless of any provision to the contrary in the contractor's documents.

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## I. SPECIAL CONDITIONS

### I.1. ORDER OF PRIORITY OF PROVISIONS

If there is any conflict between different provisions in this FWC, the following rules must be applied:

- (a) The provisions set out in the special conditions take precedence over those in the other parts of the FWC.
- (b) The provisions set out in the general conditions take precedence over those in the *order form* and specific contract (Annex III)
- (c) The provisions set out in the *order form* and specific contract (Annex III) take precedence over those in the other annexes.
- (d) The provisions set out in the tender specifications (Annex I) take precedence over those in the tender (Annex II).
- (e) The provisions set out in the FWC take precedence over those in the specific contracts.

Any reference to specific contracts applies also to order forms.

### I.2. SUBJECT MATTER

The subject matter of the FWC is [short description of subject].

### I.3. ENTRY INTO FORCE AND DURATION OF THE FWC

**I.3.1** The contract enters into force [on the date on which the last party signs it]<sup>1</sup> [on [insert date] if both parties have already signed it].

**I.3.2** The *performance of the contract* cannot start before its entry into force.

**I.3.3** The FWC is concluded for a period of [complete] months from the date of its entry into force.

**I.3.4** Any specific contract must be signed by the parties before the CC expires.

After its expiration, the CC remains in force with regard to these specific contracts. The services covered by these specific contracts must be delivered no later than [six] months after its expiration.

#### **I.3.5 [Renewal of the FWC]**

The FWC is renewed automatically [complete] times for [complete] months each, unless one of the parties receives *formal notification* to the contrary at least [three] months before the end of the ongoing duration. Renewal does not change or postpone any existing obligations.]

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<sup>1</sup> As a rule the contracting authority signs last. In this case, the contractor should be duly informed of the date on which the contract enters into force (date of signature by the contracting authority).

## I.4. APPOINTMENT OF THE CONTRACTOR AND IMPLEMENTATION OF THE FWC

### I.4.1. Appointment of the contractor

The contracting authority appoints the contractor for a single FWC.

### I.4.2. Period of provision of the services

The period for the provision of the services starts to run from the date [on which the specific contract is signed by the last party] [indicated in the specific contract].

### I.4.3. Implementation of single FWC

The contracting authority orders services by sending the contractor a specific contract [in paper format] [by e-mail].

Within [complete] working days, the contractor must either:

- send back to the contracting authority the specific contract duly signed and dated [in paper format] [by e-mail]; or
- send an explanation of why it cannot accept the order.

If the contractor repeatedly refuses to sign the 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 17 of the General Conditions.

## I.5. PRICES

### I.5.1. Maximum amount of the FWC and maximum prices

The maximum amount covering all purchases under this FWC [including all renewals] is [Amount in figures and letters] EUR. However, this does not bind the contracting authority to purchase for the maximum amount.

The [maximum] prices for the services shall be [complete] [as listed in Annex II].

### I.5.2. Price revision index

**Option 1 No revision possible** [Price revision is not applicable to this FWC]

**Option 2 Revision possible** Price revision is determined by the formula set out below and using the trend in the harmonised indices of consumer prices (HICP) [complete]<sup>2</sup> published at

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<sup>2</sup> Specify the consumer price index or any other index adapted to the purchase, e.g.:

- ‘Euro area (19 countries)’: for contracts expressed in euro (as a general rule);
- ‘European Union (current composition)’: for contracts performed in the European Union outside the euro area;
- consumer price index of the state in whose currency the FWC price is expressed:
  - a) index of the state where the contractor is mainly based; or
  - b) index of the state where the service will be mainly carried out.

<http://ec.europa.eu/eurostat/web/hicp/data/database> under HICP (2015 = 100) - monthly data (index) (prc\_hicp\_midx).

The prices are firm 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, each price may be revised upwards or downwards at the request of one of the parties.

A party may request a price revision in writing no later than three months before the anniversary date of entry into force of the FWC. The other party must acknowledge the request within 14 days of receipt.

At the anniversary date, the contracting authority must communicate the final index for the month in which the request was received, or failing that, the last provisional index available for that month. The contractor establishes the new price on this basis and communicates it as soon as possible to the contracting authority for verification.

The contracting authority purchases on the basis of the prices in force at the date on which the specific contract enters into force.

The price revision is calculated using the following formula:

$$Pr = Po \times \left( \frac{Ir}{Io} \right)$$

where:

- Pr = revised price;
- Po = price in the tender;
- Io = index for the month in which the FWC enters into force;
- Ir = index for the month in which the request to revise prices is received.

## I.6. PAYMENT ARRANGEMENTS

### I.6.1. Pre-financing<sup>3</sup>

[Pre-financing is not applicable to this FWC.]

[Following signature of the contract by the last party and its receipt by the contracting authority, the contractor (or leader in the case of a joint tender) may claim a pre-financing payment of [complete] % of the price referred to in Article I.4.1. The contractor (or leader in the case of a joint tender) must send the contracting authority an invoice [in paper format] [by email] for the pre-financing payment.

[The contractor (or leader in case of a joint tender) must also provide a financial guarantee equal to [complete] % of the total price of the contract.]<sup>4</sup>

- Any other index corresponding to the main cost of the contract (e.g. index linked to salaries for interim services, oil prices for transport-related contracts, etc.).

<sup>3</sup> In procurement contracts, pre-financing should be proposed in **exceptional** circumstances only. If applicable it should not exceed 30% of the total price of the contract.

<sup>4</sup> **Requesting a pre-financing guarantee is not allowed for contracts of less than EUR 60 000.** In cases where pre-financing is envisaged, use of a guarantee should be duly justified through a documented risk assessment.

The contracting authority must pay the pre-financing within 30 days of receiving the invoice [provided it has received the guarantee].

### **I.6.2. Interim payment(s)**

[Interim payment is not applicable to this contract.]

[1[(a)]. The contractor (or leader in the case of a joint tender) may claim [quarterly] [monthly] [yearly] [...] [an] [a first] interim payment(s) [equal to [complete] %] [complete] % of the price referred to in the specific contract.

The contractor (or leader in the case of a joint tender) must send an invoice [in paper format] [by email] for the interim payment as provided for in the tender specifications, accompanied by the following:

- [insert relevant progress report or certificate of conformity of supplies or reference to tender specifications or contract]
- [statements of reimbursable expenses].

*Repeat point 1(with 1(a), 1(b)...) as many times as there are interim payments as well as points 2 to 4 if they change for each interim payment.*

2. The contracting authority must approve any submitted documents or supplies and pay within [30] [60] [90]<sup>5</sup> days from receipt of the invoice.

3. The contracting authority may suspend the time limit for payment specified in point (2.) in accordance with Article 13 of the General Conditions. Once the suspension is lifted, the contracting authority shall give its approval and pay within the remainder of the time-limit indicated in point (2.) unless it rejects partially or fully the submitted documents or deliverables.]

### **I.6.3. Payment of the balance**

1. The contractor (or leader in the case of a joint tender) may claim the payment of the balance.

The contractor (or leader in the case of a joint tender) must send an invoice [in paper format] [via email] for payment of the balance due under the contract, as provided for in the tender specifications and accompanied by the following:

- [insert relevant progress report or certificate of conformity of supplies or reference to tender specifications or contract]

2. The contracting authority must approve the submitted documents or supplies and pay within [30] [60] [90]<sup>6</sup> days from receipt of the invoice.

3. The contracting authority may suspend the time limit for payment specified in point (2.) in accordance with Clause 13 of the general conditions. Once the suspension is lifted, the contracting

<sup>5</sup> Maximum 90 days for complex contracts and 60 or 30 days for other contracts.

<sup>6</sup> Maximum 90 days for complex contracts and 60 or 30 days for other contracts.

authority shall give its approval and pay within the remainder of the time-limit indicated in point (2.) unless it rejects partially or fully the submitted documents or deliverables.

#### **I.6.4. Invoicing :**

The contractor (or lead partner in the case of a joint offer) presents the invoices by email to the address [Functional Mail Box to be indicated], preferably in PDF format.

Invoices must include the following information: purchase order / contract number, description of the items / services, dimensions, quantities, price, VAT identification number and the VAT declaration appropriate to the country of delivery. **Mention to be adapted according to the country of delivery of the supplies. In Belgium:** The use of this CC constitutes a request for exemption from VAT No 450, Article 42, §3 paragraph 1, 4 ° of the VAT code, on the condition that the invoices include the following formula: "Exemption from VAT, Article 42, paragraph 3, subparagraph 1, 4 ° of the VAT code".]

#### **I.7. BANK ACCOUNT**

Payments must be made to the contractor's (or leader's in the case of a joint tender) bank account denominated in [euro] [insert local currency where the receiving country does not allow transactions in EUR], identified as follows:

Name of bank: [Complete name]

Full address of branch: [Address]

Exact denomination of account holder: [Full Name]

Full account number including bank codes: [Bank account number]

IBAN code : [IBAN<sup>7</sup> code:]

#### **I.8. COMMUNICATION DETAILS**

For the purpose of this FWC, communications must be sent to the following addresses:

Contracting authority:

[Full name of the school]

[Person/service to whom the communication must be sent]

[Full official address]

E-mail: [insert functional mailbox]

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7 BIC or SWIFT code for countries with no IBAN code.



Contractor (or leader in the case of a joint tender):

[Full name]

[Function]

[Company name]

[Full official address]

E-mail: [complete]

By derogation from this Article, different contact details for the contracting authority or the contractor may be provided in specific contracts.

## **I.9. PROCESSING OF PERSONAL DATA**

### **I.9.1 Processing of personal data by the contracting authority**

For the purposes of applying clause 4 of the general conditions, the data controller is [insert position of the data controller and name of the organisational entity]<sup>8</sup>.

### **I.9.2 Processing of personal data by the contractor**

[This clause is not applicable to this contract.]<sup>9</sup>

[For the purpose of Clause 4 of general conditions,

- (a) the subject matter and purpose of the processing of personal data by the contractor are [provide a short and concise description of the subject matter and purpose];
- (b) The localisation of and access to the personal data processed by the contractor shall comply with the following<sup>10</sup>:
  - i. the personal data shall only be processed within the territory of [the European Union and the European Economic Area][...] and will not leave that territory;
  - ii. the data shall only be held in data centres located with the territory of [the European Union and the European Economic Area][...];
  - iii. [no access shall be given to such data outside of [the European Union and the European Economic Area][...] [access to data may be given on a need to know basis only to authorised persons established in a country which has been recognised by the European Schools as providing adequate protection to personal data];
  - iv. the contractor may not change the location of data processing without the prior written authorisation of the contracting authority;

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<sup>8</sup> The data controller is the Secretary General for OSGES and the Director of the School for the European Schools

<sup>9</sup> This clause must only be deleted for contracts where personal data is not intended to be processed by the contractor, e.g.: logistics.

<sup>10</sup> This clause must be adapted with care on the basis of a risk assessment related to the processing of personal data for the relevant contract.

- v. any transfer of personal data under the contract to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of Regulation (EU) 2018/1725<sup>11</sup>.]

## **I.10. [TERMINATION BY EITHER PARTY<sup>12</sup>**

Either party may terminate the FWC and/or the FWC and specific contracts by sending *formal notification* to the other party with three month written notice.

If the FWC or a specific contract is terminated:

- (a) neither party is entitled to compensation;
- (b) the contractor is entitled to payment only for the services provided before termination takes effect.

The second, third and fourth paragraphs of Article II.18.4 apply.

## **I.11. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**I.11.1** The contract shall be governed by:

- a. The Luxembourg Convention defining the Statute of the European Schools of 21 June 1994;
- b. International treaty law derived from the Luxembourg Convention defining the Statute of the European Schools of 21 June 1994 and, in particular, the Financial Regulation of the European Schools
- c. The Regulation 2018/1046 of 18 July 2018 applicable to the general budget of the Union

The FWC is governed, alternatively, by European Union law and, in the further alternative, by the law of the Member State in which the contracting authority is based.

**I.11.2** Any dispute concerning the interpretation, application or validity of the FWC falls under the exclusive jurisdiction of the courts of [jurisdiction of the city of assignment of the authorizing officer responsible].

## **I.12. [INTERSCHOOL FWC<sup>13</sup>**

**I.12.1** This FWC is inter-school. The main contracting authority acts in its own name and on behalf of the entities listed in the title of the FWC as contracting authorities which have given power of attorney to the main contracting authority before the signing of the FWC. The main contracting authority signs the FWC and any addenda on its behalf and on behalf of all the other contracting authorities.

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<sup>11</sup> Regulation (EU) 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295/39, 21.11.2018, <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN>

<sup>12</sup> This article may be deleted on the basis of a risk assessment taking into account the specific market and the need for business continuity

<sup>13</sup> Delete the Article if this is not an Inter-School agreement

**I.12.2** Each contracting authority is responsible for the specific contracts it signs.

**I.12.3** If the contractor has a complaint concerning the conclusion, performance or termination of a specific contract, he remains nevertheless bound by his obligations stipulated in the FWC and the other specific contracts.]

### **I.13. OTHER CONTRACTOR'S OBLIGATIONS**

1. The contractor must comply with the obligations applicable under the legislation established by Union law, international law and national law. In particular, he must ensure compliance with the applicable environmental, social and tax provisions.

2. The contractor must not present himself as a representative of the contracting authority and must inform third parties that he is not part of the staff of the European Schools.

3. The contractor must report without delay to the contracting authority any problem affecting its ability to provide the furniture.

### **I.14. [OTHER SPECIFIC CONDITIONS**

*Other specific conditions or derogations from the general conditions may be envisaged, depending on the object and the value or complexity of the contract.*

*Damages can be provided if they are adapted to each specific purchase and each deliverable, depending on possible delays and potential damage, and provided that clear deadlines are indicated in the specifications.*

*Price reduction can only be used if clear quality standards per deliverable have been established in the specifications and price reduction is easier to apply if a price breakdown by deliverable is requested.]*

### **SIGNATURES**

For the contractor,

[Company name/forename/surname/position]

Signature: \_\_\_\_\_

Done at [place], [date]

For the contracting authority,

[forename/surname/position]

Signature: \_\_\_\_\_

Done at [place], [date]

In duplicate in English.

## **II. GENERAL CONDITIONS FOR FRAMEWORK CONTRACT FOR SERVICES**

These general conditions shall apply to very low-value, low-value and middle-value contracts as defined in Point 14 of the Annex 1 of the Regulation n°2018/1046 applicable to the general budget of the Union (available to read at : <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1046&from=EN>) in conformity with Article 66 of the Financial Regulation of the European Schools (available to read at: <https://www.eursc.eu/BasicTexts/2017-12-D-21-en-1.pdf>), which the supplier declares to have read and to accept all the provisions thereof.

### **Clause 1: COMMUNICATION**

1.1. All communications relating to the contract or its performance shall be in writing, in French, English or German, and bear the number of the purchase order.

1.2. All formal communication must be by registered mail with acknowledgement of receipt or by equivalent electronic means sent to the electronic mail address of the department concerned referred to in the purchase order. The communication shall be deemed to have been made when it is received by the intended recipient. Mail sent by post shall be deemed to have been received by the European Schools on the date of its registration by the department concerned referred to in the purchase order.

### **Clause 2: AMENDMENTS**

Any amendments to these general conditions shall be binding only if they are submitted in writing and signed for approval by the procurement officer referred to in the purchase order.

### **Clause 3: EXTENSION OF THE CONTRACT**

Subject to the agreement of the supplier, this contract may be extended to cover one or more legal entities other than the signatory of the original purchase order on condition that those entities are an integral part of the 'European Schools' international organisation governed by public law.

### **Clause 4: CONFIDENTIALITY**

4.1. The School and the supplier shall treat as confidential all information and every document, in whatever form and whether transmitted in writing or orally, in connection with the performance of the contract and described in writing as being confidential.

4.2. The supplier must obtain from any natural 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 contract, a commitment that they will comply with this same obligation of confidentiality.

### **Clause 5: PROCESSING OF PERSONAL DATA**

Any personal data included in the contract shall be processed pursuant to the provisions of Regulation (EC) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data, and with due regard for the national legislation applicable to the protection of privacy. Unless indicated otherwise, any personal data will be processed solely for the execution of the object of the contract.

### **Clause 6: PRICES, TAXES AND DUTIES**

The prices are to be understood as including delivery paid and are firm and final. They must be expressed only in euros, excluding VAT.

### **Clause 7: INSPECTION AND RECEPTION**

The supplier undertakes to deliver for reception only those items which comply with the specifications laid down. The School reserves the right to inspect or test any service or supply delivered for reception. The School may require the repair or replacement of non-compliant goods supplied or the fresh provision of services if they are not adequately performed with no increase to the contract price. The School must exercise its rights after reception:

- a) within a reasonable time after the defect or shortcoming has been or should have been discovered, or
- b) before any significant change takes place in the state of the item, unless such change is inherent to the defect or shortcoming.

### **Clause 8: MATERIALS AND QUALITY OF PERFORMANCE**

All the equipment, materials and items ordered under this contract must be new and of the best quality, bearing in mind their nature, for their intended purpose. The performance of the contractual services must be of the first order. The procurement officer may ask the supplier in writing to relieve from their duties in the context of work under the contract those employees whom it deems incompetent, negligent or insubordinate or whose presence is for one reason or another undesirable or those whom it would be contrary to the interests of the School to keep employed in the work in question.

### **Clause 9: GUARANTEE**

9.1. Notwithstanding inspection and reception by the School of supplies delivered or services provided under this contract, and without prejudice to longer guarantee periods offered by the manufacturer or imposed by the specifications, the supplier warrants, for a period of at least two (2) years from the date of reception, that all supplies delivered and services performed under the contract are free from defects in material or workmanship and comply with the specifications and all the other criteria set out in the contract.

9.2. If it is necessary to return, change or replace the goods supplied, the supplier shall bear the cost of such return. The cost of transport and liability for those goods during transport shall be borne by the supplier. However, its liability for such transport costs shall be limited to an amount equal to the cost of the return trip by the commercial means of transport usually used between the destination specified in the contract and the supplier's premises.

### **Clause 10: QUANTITATIVE VARIATION**

No quantitative variation shall be accepted for any of the items covered by this contract unless such variation is due to loading, shipping or packaging conditions, or tolerances of the manufacturing process. Where that is the case, variations are permitted only to the extent which may be specified in the contract.

**Clause 11: LABELLING DELIVERIES**

Each package must, as a minimum, bear the number of the contract, the address for delivery and the contact person at the School, where that information is available.

**Clause 12: PAYMENT AND INVOICING**

12.1. Payment must be effected within thirty (30) calendar days following reception of a valid invoice. The invoice must be sent to the address in the box marked 'Address for invoice'. It must be accompanied by the delivery note - duly dated and signed by the authority to or for which the goods were delivered or the services performed. No payment shall be made for any goods not delivered, work not carried out or services not performed under the contract. The invoice must be submitted in triplicate bearing the following information: number of the purchase order, description of the goods or the services, quantity, unit and price. Where one or several part payments are provided for in the contract, the payment number must be indicated as follows 'part payment number ...' and the date of the order form.

12.2. The costs of the transfer shall be borne in the following way:

- a) costs of dispatch charged by the bank of the School shall be borne by it;
- b) cost of receipt charged by the bank of the supplier shall be borne by the supplier;
- c) costs for repeated transfer caused by one of the parties shall be borne by the party causing repetition of the transfer.

**Clause 13: SUSPENSION OF THE TIME ALLOWED FOR PAYMENT**

The School may at any time suspend the payment periods referred to in the purchase order informing the supplier that the invoice cannot be processed, either because it does not comply with the provisions of the contract or because the appropriate documents have not been produced. The School shall inform the supplier as soon as possible, in writing, of such suspension, giving reasons. Suspension shall take effect on the date the notification is sent by the European Schools. 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. If the suspension period is longer than two (2) months, the supplier may ask the School to give reasons for continuing the suspension. Where the payment periods have been suspended as a result of the rejection of a document referred to in this Clause and the new document produced is also rejected, the School reserves the right to terminate the contract in accordance with Clause 17(1)(c).

**Clause 14: SUBCONTRACTING**

14.1. The supplier shall not subcontract without prior written authorisation from the School nor cause the contract to be de facto performed by third parties.

14.2. Even where the School authorises the supplier to conclude subcontracts with third parties, it shall not be released from its contractual obligations and shall bear sole liability for the proper performance of this contract.

14.3. The supplier shall make sure that the subcontract does not affect rights and guarantees granted to the School by virtue of this contract, notably by Article 20.

**Clause 15: FORCE MAJEURE**

15.1. '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 contract, which was not attributable to error or negligence on their part and which proves to be inevitable in spite of exercising due diligence. Defaults of service, defects in equipment or material(s) or delays in making them available, unless they stem directly from a relevant case of force majeure, or industrial disputes, strikes and financial difficulties, may not be invoked as force majeure.

15.2. A party faced with force majeure shall formally warn the other party without delay, stating the nature, likely duration and foreseeable effects. Where the supplier is temporarily or definitively unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.

**Clause 16: SUSPENSION OF PERFORMANCE OF THE CONTRACT**

16.1. The supplier may suspend the performance of the contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. It shall inform the School of such suspension immediately by transmitting all the necessary justifications and explanations together with the date on which the contract is expected to be performed. As soon as the conditions for resuming performance are met, the supplier shall inform the School immediately, unless the latter has already terminated the contract.

16.2. The School may suspend the performance of the contract or any part thereof:

- a) if the contract award procedure or the performance of the contract prove to have been subject to substantial errors, irregularities or fraud;
- b) in order to verify whether presumed substantial errors, irregularities or fraud actually occurred;
- c) when the partially delivered goods or partially completed services do not meet the specifications of the order form.

16.3. Suspension shall take effect on the day the supplier receives formal notification, or at a later date provided in the notification. The European Schools shall give notice as soon as possible to the supplier to resume the provision of the suspended services or inform the supplier that it is proceeding with the termination of the contract. The supplier shall not be entitled to claim compensation on account of suspension of the contract or of part thereof.

**Clause 17: TERMINATION FOR NON-PERFORMANCE**

17.1. The School may terminate all or part of the order by notifying the non-performance in writing to the supplier where the latter:

- a) fails to deliver supplies or perform services within the time-limits laid down in the contract or within the limits of any extensions of the contract; or,
- b) after the award of the contract, finds itself in one of the situations mentioned in Articles 136 to 141 of the Financial Regulation applicable to the budget of the Union in conformity with article 66 of the Financial Regulation of the European Schools; or,
- c) fails to perform the contract in accordance with the specifications or another substantive contractual obligation; or,

- d) fails to remedy such breach within thirty (30) calendar days (or such longer period as may be agreed in writing by the procurement officer) following receipt of notice from the procurement officer of such failure.

The School may also terminate the contract by written notification of non-performance of the contract where force majeure has been notified in accordance with Clause 15(2) or in the event of suspension of performance of the contract by the supplier due to force majeure, notified in accordance with Clause 16(1) if resumption of performance is impossible or if a change of contract is likely to call in question the decision to award the contract or give rise to unequal treatment between tenderers.

17.2. Except in the case of force majeure, if the School terminates all or part of the contract as provided for in Clause 17(1) above, and acquires supplies or services identical to those covered by the contract terminated in accordance with the rules and procedures laid down by the School, the School is entitled to claim from the supplier the reimbursement of any additional costs incurred as a result of these acquisitions. In those circumstances, the European Schools shall pay the supplier for any supplies delivered or services performed and received at the contract price minus any additional costs.

17.3. Where the School intends to terminate the contract, it shall formally notify the supplier, giving its reasons for termination. It shall invite the supplier to submit any comments it may have and, in the event of force majeure, to inform it of the measures it has taken to ensure the continuity of fulfilment of its contractual obligations, within a period (30) days from receipt of the notification. In the absence of acceptance of these observations confirmed by written agreement of the European Schools within thirty (30) days of receipt thereof, the termination procedure shall be continued.

17.4. In the event of termination, the supplier shall waive any claim for consequential damage, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the supplier shall take all the appropriate measures to minimise costs, prevent damage, and cancel or reduce its commitments. The School may claim compensation for any damage suffered in the event of termination. Upon termination, it may engage any other supplier to perform or complete the tasks and shall be entitled to claim from the supplier the reimbursement of any additional costs incurred thereby, without prejudice to any other rights or guarantees it may hold under contract.

#### **Clause 18: LIABILITY**

18.1. The supplier shall be solely responsible for complying with any legal obligations incumbent on it. The School shall not be held liable for any damage caused or sustained by the supplier, including any damage caused by the supplier 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 European Schools.

18.2. The supplier shall be liable for any loss or damage suffered by the School during the performance of the contract, including in the event of subcontracting, and any claim by a third party; however, such liability shall be limited to an amount not exceeding three times the total value of the contract. However, if the damage or loss is attributable to gross negligence or wilful misconduct on the part of the supplier, its staff or its subcontractors or falls within its objective liability for defective products within the meaning of Directive 85/374/EEC, there shall be no limit to the amount of the liability of the supplier for the damage or loss.

18.3. The supplier shall indemnify the School against any action and costs incurred as a result of a claim. The supplier shall provide compensation in the event of any action, claim or proceeding brought against the School by a third party as a result of damage caused by the supplier during the performance of the contract. The supplier shall assist the School in any action brought by a third party against the School in connection with the performance of the contract, including for any alleged breach of intellectual property rights. This type of cost incurred by the supplier may be borne by the School.

#### **Clause 19 : Intellectual Property**

The contracting authority irrevocably acquires worldwide ownership of the results and of all intellectual property rights in the newly created material produced specifically for the contracting authority under the CC and included in the results, without prejudice, however, to the rules applicable to pre-existing rights in pre-existing material.

The payment of the price shall include all remuneration due to the contractor in connection with the acquisition of ownership of the rights by the contracting authority, in particular all methods of exploitation and use of the results.

Unless otherwise specified in the specific conditions, the contracting authority does not acquire ownership of pre-existing rights under this CC.

The contractor grants a royalty-free, non-exclusive and irrevocable licence on the pre-existing rights to the contracting authority, which may use the pre-existing material in all the modes of exploitation provided for in this CC or in the specific contracts. Unless otherwise agreed, the licence is non-transferable and may not be sub-licensed, subject to the following provisions:

(a) pre-existing rights may be sublicensed by the contracting authority to persons and entities working for or with the contracting authority, including contractors and subcontractors (legal or natural persons), but only for the purpose of carrying out their tasks for the contracting authority;

(b) if the result is a 'document', such as a report or study, which is intended to be published, the existence of pre-existing material in the result may not prevent publication, translation or 're-use' of the document, it being understood, however, that 're-use' may be made only of the result as a whole and not of the pre-existing material taken separately from the result.

All pre-existing rights shall be the subject of licences granted to the contracting authority upon delivery of the results and their approval by the contracting authority.

The granting of licences to the contracting authority on pre-existing rights under this CC is valid for the whole world and for the duration of the protection of the intellectual property rights.

Payment of the price indicated in the specific contracts shall be deemed to include all remuneration due to the contractor for the grant to the contracting authority of licences on pre-existing rights, including all forms of exploitation and use of the results.

Where implementation of the AC requires the use by the contractor of pre-existing material belonging to the contracting authority, the contracting authority may ask the contractor to sign an appropriate licence agreement. Such use by the contractor shall not entail any transfer of rights to the contractor and shall be limited to the requirements of this AC.

#### **Clause 20: APPLICABLE LAW AND DISPUTES**

This contract shall be governed by:

- d. The Luxembourg Convention defining the Statute of the European Schools of 21 June 1994;
- e. International treaty law derived from the Luxembourg Convention defining the Statute of the European Schools of 21 June 1994 and, in particular, the Financial Regulation of the European Schools
- f. The Regulation 2018/1046 of 18 July 2018 applicable to the general budget of the Union

The contract is governed, alternatively, by European Union law and, in the further alternative, by the law of the Member State in which the contracting authority is based.

Where there is a dispute concerning its interpretation or implementation, the following shall apply:

- a) The parties shall first endeavour to reach a friendly settlement with the procurement officer in good faith. This procedure shall take no more than fifteen (15) days from the date on which one party notifies the other of its request to initiate the procedure. Such notification shall be made by registered letter with acknowledgement of receipt or by means of electronic communication.
- b) If no friendly settlement is arrived at following the procedure at (a), the dispute shall be within the exclusive jurisdiction of the courts of the place where the School concerned has its registered office.

#### **Clause 21: CHECKS AND AUDITS**

- 21.1 The European Schools and the European Anti-Fraud Office may check or have an audit on the performance of the contract. 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 undertaken during the performance of the contract and during a period of 10 years starting from the payment of the balance. The audit procedure shall be deemed to have commenced on the date of receipt of the relevant letter sent by the European Schools. Audits are carried out on a confidential basis.
- 21.2 The supplier must keep all original documents stored on any appropriate medium, including digitised originals if authorised under national law, under the conditions laid down therein, for a period of 10 years starting from the payment of the balance.
- 21.3 The supplier shall grant the staff of the European Schools and outside staff authorised by the European Schools the appropriate right of access to sites and premises where the contract is performed and to all the information, including information in electronic format, needed to conduct such checks and audits. The supplier shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information is handed over in an appropriate format.
- 21.4 On the basis of the findings made during the audit, a provisional report shall be drawn up. That report shall be sent to the supplier, who may submit observations within 30 days of receipt. The final report shall be sent to the supplier within 60 days following the expiry of that time-limit. On the basis of the final audit findings, the European Schools may recover all or part of the payments made and may take any other measures which they consider necessary.
- 21.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the contracting authority.
- 21.6 The Court of Auditors has the same rights as the European Schools, particularly right of access, for the purpose of checks and audits.

#### **Clause 22: MISCELLANEOUS**

- 22.1 The supplier acknowledges having read in full all the provisions, clauses and specifications, as well as the details of the general conditions and any special conditions stipulated. The supplier fully subscribes to all the provisions of the contract.
- 22.2 The fact that any provision of these general conditions should be deemed void or unenforceable for any reason shall in no way affect the validity and enforceability of the other provisions.

#### **INSTRUCTIONS TO THE SUPPLIER**

1. **The General Conditions shall apply unless otherwise stated in the contract.**
2. **Submit your invoices with the following information: purchase order/contract number, description of the goods/services, sizes, quantities, price VAT identification number and appropriate VAT declaration appropriate to the country of delivery.**
3. **Indicate the number of the purchase order on each package.**

### **III. ANNEXES**


1. Invitation to tender and specifications
2. Contractor's Offer
3. Model of Order Form



**[Invitation to tender and] specifications**

# Contractor's Offer

## Purchase Order

 <b>Schola Europea</b>	<h1 style="margin: 0;">PURCHASE ORDER</h1>			
European Schools of .... / OSGES Contact person : Tel.: E-mail:	Purchase ref: <hr/> Currency of payment: EUR <hr/> Tender (date and reference):	Name and address of contractor:		
This purchase order constitutes acceptance of the above contractor's tender (quote). By agreeing to this order (contract), the contractor [accepts the specification sent on [date] attached to this document, and] waives all other terms of sale or performance of services and accepts the general conditions of the European Schools				
Please send your invoice(s) to : <a href="#">[Functionnal Mail Box]</a>				
DESCRIPTION OF THE SUPPLIES	UNIT	QUANTITY	PRICE in €	
			UNIT PRICE	TOTAL
<p>[In Belgium, use of this contract constitutes a request for VAT exemption. Please add the following mention on your invoice(s) :          « Exemption de la TVA. Art.42, §3, alinéa 1er, 4° du Code de la TVA. Décision ministérielle ET 121.600/A29/L92 du 19/12/2017 » ]</p>				
Packaging: Insurance: Transport: Assembly: VAT:				
<b>TOTAL :</b>				
Place of delivery/performance and/or Incoterms: Delivery/performance dates and hours: <a href="#">[from ... to ...] [date]</a> Payment: 30 days from receipt of the invoice. Contractor's bank account:			<b>Contractor's signature</b>  Name: Position: Date:	
<b>Acceptance of the tender by the European Schools :</b>				
Date of issue : Signature <a href="#">[name and position]</a> :				
The invoice will be paid only if the contractor has returned the signed purchase order. This contract is governed by Union law, complemented, where necessary, by <a href="#">[Belgian]</a> law and the courts of <a href="#">[Brussels]</a> have exclusive jurisdiction over any dispute.				

## SPECIFIC CONTRACT

No [complete]

implementing framework contract No [complete]

1. [Name of the school] [(*abbreviation*)] ('the contracting authority'), with its principal address at [Full official address], legally represented by its Authorizing Officer [forename, surname, function, department of authorising officer],

and

2. [Full official name]

[Official legal form]

[Statutory registration number or ID or passport number]

[Full official address]

[VAT registration number]

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

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

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

## HAVE AGREED

### **ARTICLE 1 SUBJECT MATTER**

- 1.1 This specific contract implements framework contract (FWC) No [complete], [lot [complete]] signed by the parties on [complete date].
- 1.2 In accordance with the provisions set out in the FWC and in this specific contract and [its][their] annex[es], which form an integral part of it, the contractor must provide the [following services:] [services specified in Annex [complete].]

### **ARTICLE 2 ENTRY INTO FORCE AND DURATION**

- 2.1 This specific contract enters into force [on the date on which the last party signs it] [on [insert date] if both parties have already signed it].
- 2.2 The provision of the services starts from [the date of entry into force of this specific contract] [insert date].
- 2.3 The provision of the services 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].]

\*\*\*

*[Option: for contractors for which VAT is due in Belgium – To be adapted for each country]*

In Belgium, use of this contract constitutes a request for VAT exemption No 450, Article 42, §3 alinéa 1er, 4° of the VAT code, provided the invoice includes the statement: 'Exonération de la TVA, Article 42, paragraphe 3 alinéa 1er, 4° du code de la TVA' or an equivalent statement in the Dutch or German language.]

### **ARTICLE 4 COMMUNICATION DETAILS**

For the purpose of this specific contract, communications must be sent to the following addresses:

Contracting authority:

[Name of the school]

[Contact person]

[Full official address]

E-mail: [insert functional mailbox]

Contractor (or leader in the case of a joint tender):

[Full name]

[Function]

[Company name]

[Full official address]

E-mail: [complete]

### **Annexes**

Specific Offer from the Supplier of [date]

Contractor's specific tender of [insert date]

### **Signatures**

For the contractor,

[Company name/forename/surname/function]

signature:

Done at [place], [date]

For the contracting authority,

[forename/surname/function]

signature:

Done at [place], [date]

In duplicate in English.