

FRAMEWORK CONTRACT BENEFICIARIES 2009
EUROPEAID/127054/C/SER/MULTI

Lot 5 - Conferences

European Community, represented by the European Commission, B-1049 Brussels, Belgium, on behalf of and for the account of the beneficiary countries (“the Contracting Authority”),

of the one part,

and

<Full official Name of the Framework contractor>

<Official registration number>

<Full official address>

<VAT number>¹,

(“the Framework contractor”)

of the other part,

have agreed as follows:

SPECIAL CONDITIONS

(1) Subject

The subject of this Framework Contract lot 5 with identification number **EuropeAid//127054/C/SER/multi** is the organisation of the logistic support to conferences and similar events for external aid projects in the exclusive interest of third countries benefiting from European Commission External aid.

(2) Structure of the contract

The Framework Contractor will carry out the services on the terms and conditions set out in this contract, which comprises, in order of precedence, these special conditions ("Special Conditions") and the following annexes:

Annex I: General conditions

Annex II: Global terms of reference

Annex III: Organisation and methodology

Annex IV: CVs of Management team

¹ Except where the contracting party is not VAT registered.

Annex V: Global financial offer

Annex VI: Financial identification and Legal entity forms

Annex VII: Report of factual findings and terms of reference for an expenditure verification

In case of any contradiction between the above documents, their provisions shall be applied according to the above order of precedence.

The individual assignments will be implemented on the ground of Specific Contracts. The Specific contracts include the Specific terms of reference and the offer.

(3) Contract value

The Framework Contract has no contractual amount or maximum budget. The Specific Contracts, established in euro, will be concluded as **fee-based contracts** based on the flat rates defined in Annex V. The contractual amount is fixed for each individual assignment at the level of the specific contract and this amount including any addendum must remain below the maximum fixed by the Commission's internal rules for the use of Framework Contracts implementing external actions (Part Two, Title IV of the Financial Regulation). The revised prices annexed apply to the offers replying to the Requests for Services launched as from the 16 of September 2011.

(4) Commencement date

The commencement date of the Framework Contract shall be 16th of September 2009. The commencement date of each individual assignment shall be determined by the corresponding Specific contract.

(5) Period of implementation

The Framework Contract shall end on the 15th of September 2013. The Specific contracts shall be signed by the Contracting authority before the Framework Contract to which they refer expires. The Framework Contract shall continue to apply to such Specific contracts after its expiry. The schedule and the time awarded for the implementation of each individual assignment will be specified in each Specific contract.

(6) Reporting

The Consultant shall submit technical reports regarding the Framework Contract as specified in the Global terms of reference. The Specific terms of reference will indicate the reporting obligations concerning the individual assignments.

(7) Payments and bank account

7.1 Payments will be made in euro in accordance with Article 28 of the General Conditions into the bank account notified by the Framework Contractor to the Contracting Authority in accordance with Article 20.7 of the General Conditions.

7.2 The payments in relation to individual assignments will be made according to the following schedule, subject to the provisions of Articles 28 of the General Conditions:

a) Pre-financing payment up to 80 % of the total contracted amount.

b) Interim payment: no interim payment is foreseen. However, if requested by the Framework Contractor, an interim payment may be foreseen in the rider to a Specific contract if at least one of the conditions below is fulfilled:

1. if there is an increase of at least an amount equal to the initial contractual amount.
2. if there is an extension of at least 6 months.

The requirements for payment will be fixed on ad hoc basis by the Contracting Authority of each Specific Contract.

c) Balance payment: the actual amount payable after the pre-financing payment (and interim payment when relevant) must be based on the Framework Contractor's invoice setting out the services rendered and the costs incurred and accompanied by the final report and, depending on the provisions of the Specific contract, by

- either the expenditure verification report or
- the original supporting documents.

The invoices shall be paid, subject to the approval of the corresponding output(s). The payment of the balance, if any, will be the difference between the total amount already paid and the final value of the contract.

(8) Contact addresses

Any written communication relating to this Framework Contract between the Contracting Authority and the Framework Contractor must state the Contract title (EuropeAid//127054/C/SER/multi - Lot 5: Conferences) and identification number if relevant (Nr of the Specific contract), and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with Article 5.3 & 7.8 of the General Conditions.

For the Specific Contracts, the identification of the relevant Contracting Authority will be mentioned within this Specific Contract.

(9) Law and language of the contract

9.1 The Community law is the law which applies to the contract, complemented, where necessary, by the law of Belgium.

9.2 The language of the Framework Contract and of all written communications between the Framework Contractor and the Contracting Authority is English or French. However the working and communications language with the Contracting Authority of each individual assignment may be additionally in Spanish or Portuguese.

(10) Tax and customs arrangements

[This Article is deleted]

(11) Dispute settlement

Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

(12) Other specific conditions applying to the contract

12.1 The Framework Contractor must take the necessary measures to ensure the visibility of the EU financing or co-financing. Such measures must be in accordance with the applicable rules on the visibility of external action laid down and published by the Commission. These rules are set out in the Communication and Visibility Manual for External Actions available from the EuropeAid website at http://ec.europa.eu/europeaid/work/visibility/index_en.htm

12.2 Following the final approval of reports and documents foreseen under article 27 of the General Conditions, Contracting Authority will make an assessment of the services rendered. The performance assessment will be sent to the Framework Contractor for comments. The Framework Contractor undertakes to communicate to the event coordinators the part of the evaluation related to their performance within the indicated deadline.

Done in English in two originals, one original being for the European Commission and one original being for the Framework Contractor.

For the Framework Contractor

Name:

Function of signatory and name of the firm:

Signature:

Date:

For the Contracting Authority

Name: Koos Richelle

Function: Director General
EuropeAid

Signature:

Date: