

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

Lot <nr and title >

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>,

(“the Framework contractor”)

of the other part,

have agreed as follows:

SPECIAL CONDITIONS

(1) Subject

The subject of this Framework Contract lot < nr > with identification number **EuropeAid//127054/C/SER/multi** is the recruitment of short-term expertise in the sector of < title > for external aid projects in the exclusive interest of third countries benefiting from the 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 with its annexes

Annex III: Organisation and methodology

Annex IV: CVs of Management team

Annex V: Global financial offer

Annex VI: Financial identification form

Annex VII: Legal entity form

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. Each Specific contract includes the Specific Terms of reference and related financial offer. The provisions of the Framework contract prevail over the Specific contract unless specified otherwise.

(3) Contract value

The Framework Contract has no contractual amount or maximum budget. The Specific Contracts, established in euro, may be concluded as either **fee-based contracts** or **global price contracts** based in both cases on the fees 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 200,000 Euros.

(4) Commencement date

The date for commencing implementation of the Framework Contract shall be the date of the last signature by the contracting parties. The commencement date of each individual assignment shall be determined by the corresponding Specific contract.

(5) Period of implementation

The Framework Contract implementation shall end on 15th of September 2011 and can be extended for maximum 2 years. For Requests for Services sent by the end date of validity, the offers can be presented and the subsequent Specific contracts signed and implemented normally.

The schedule and the time awarded for the implementation of each individual assignment will be specified in each Specific contract.

(6) Reporting

The Framework Contractor 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 if any concerning the individual assignments.

(7) Payments and bank account

7.1 Payments will be made in euro in accordance with Article 29 of the General Conditions into the bank account notified by the Framework Contractor to the Contracting Authority in accordance with Article 7.8 and 20.8 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 Article 29 of the General Conditions:

a) Pre-financing payment up to 60 % of the total contracted amount. The Framework contractor is not obliged to ask for pre-financing.

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

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

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

c) Balance payment

Option 1: Fee-based Specific Contract

The actual amount payable after the pre-financing payment (and Interim payment when relevant) must be based on the Framework Contractor's final invoice accompanied by the supporting documents, setting out the days actually worked for each expert. The final invoice shall be paid, subject to the approval of the outputs. The payment of the balance, if any, will be the difference between the total amount already paid and the final value of the contract.

Option 2: Global price Specific Contract:

The actual amount payable after the pre-financing payment (and Interim payment when relevant) must be based on the Framework Contractor's final invoice following approval of the outputs by the Contracting Authority in accordance with Article 27 of the General Conditions. The final amount to be paid will be the difference between the total amount already paid and the value of the Specific 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 ("BENEF 2009"), Lot number and identification number of the Specific contract, and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with Article 20.9 of the General Conditions.

For each assignment, the identification of the relevant Contracting Authority will be mentioned in the 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. However the working and reporting language as well as the communications with the Contracting Authority of each individual assignment may be additionally in French, Spanish or Portuguese as specified within the relevant Terms of Reference of each Specific Contract.

(10) Tax and customs arrangements

No duties or taxes, including VAT can be invoiced.

(11) Dispute settlement

Any disputes directly related to the execution of the Framework Contract itself, without specific link to a single assignment covered by a Specific Contract, which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

Any disputes arising out of or relating to Specific Contract concluded with the European Commission as Contracting Authority which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

Any disputes arising out of or relating to Specific Contracts concluded with another Contracting Authority than the European Commission which cannot be settled otherwise shall exclusively be referred for arbitration to an arbitral tribunal applying the rules of arbitration of the International Chamber of Commerce.

(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 In addition to the final approval of outputs foreseen under Article 27 of the General Conditions, the Contracting Authority of each assignment will communicate to the Framework Contractor an evaluation of its performance.

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 and name of the firm:

Signature:

Date:

For the Contracting Authority

Name:

Function:

Signature:

Date:

Koos Richelle

Director General