

**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 5 "Conferences"** with identification number **EuropeAid//127054/C/SER/multi** is the organisation of events such as conferences 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 and Legal entity form

## 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. 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, are concluded as **unit-price contracts** based on the flat rates/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 but not before the 16 November 2009. 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 reporting obligations concerning the individual assignments are fixed in the Global Terms of reference and may be complemented by the Specific terms of reference.

### **(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 80 % of the total contracted amount. The Framework contractor is not obliged to ask for pre-financing.

b) Interim payment: according to each Specific contract and related Terms of Reference.

c) Balance payment: minimum 10 % of the Specific contract value.

The amount payable for the final and, when relevant, interim payment, must be based on the Framework Contractor's final/interim invoice setting out the services rendered and the costs incurred. The final/interim invoice shall be accompanied by the final/interim report and depending on the choice made in the Specific contract, by the expenditure verification report or the supporting documents. The final/interim invoice shall be paid, subject to the approval of the corresponding report and outputs. The final payment, 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 ("FWC BENEFC 2009 – Lot 5") 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](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:

Koos Richelle

Function:

Director General

Signature:

Date: