EUROPEAN COMMISSION
DIRECTORATE-GENERAL INFORMATICS

Directorate A – Strategy & Resources
Unit A3 – ICT Procurement & Contracts

European Commission

Dynamic Purchasing System (DPS)

for

IT consultancy in the field of datacentre operations

IT consultancy in the field of digital workplace solutions

IT consultancy in the field of e-business solutions

DIGIT/A3/PR/2019/028

DPS FOR IT CONSULTANCY

Direct service contract and annexes (templates)[1]
Annex II to the Invitation to tender

Text in blue bold italics: instructions to be deleted
Text in [italics in square brackets]: options to be used, deleted and/or replaced by appropriate data or inclusion of free text.

[1] The contracting authority may adjust the templates provided to concrete situations.

EUROPEAN COMMISSION
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DIRECT SERVICE CONTRACT

NUMBER – **[***complete***]**

1. The European Union ('the Union'), represented by the European Commission ('the contracting authority') represented for the purposes of signing this contract by [*forename, surname, function, department of authorising officer*],

on the one part, and

2. [*Full official name*]

[Only in case of legal persons: *Official legal form*]

[*Statutory registration number or ID or passport number***]**

[*Full official address*]

[*VAT registration number*]

[In case of joint tenders:

2. Company [A] (acting as group leader)
[*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]

3. Company [B]
[*Full official name*]
[*Official legal form*]
[*Statutory registration number or ID or passport number*]
[*Full official address*]
[*VAT registration number*]

[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 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 service contracts, the general terms and conditions for information technologies contracts** and the following annexes:

Annex I	DPS specifications (enclosed with the Invitation to Participate for DPS with Reference No [*complete*] of [*insert date*]), including the Commission's replies to questions raised by the economic operators) – Original stored by the Commission
Annex II	Tender specifications of the mini-competition (enclosed with the Invitation to Tender for mini-competition with Reference No [*complete*] of [*insert date*]), including the Commission's replies to questions raised by the economic operators) – Original stored by the contracting authority
Annex III	Contractor's tender (for mini-competition with Reference No [*complete*] of [*insert date*]) – Original stored by the Contracting authority
Annex IV	Consent form for on-site personnel (template)
Annex V	Electronic list of relevant personal data for on-site personnel (template)
Annex VI	Code of conduct for contractors and contractors' personnel
Annex VII	Service Level Agreement (SLA)
Annex VIII	Declaration on the list of pre-existing rights (template)
Annex IX	Guarantee model (template)
In case of QTM/FP:	
Annex X	Not applicable.
Annex XI	Not applicable.
***In case of TM*:**	
Annex XII	Timesheet – DPS TM-NWH (template)
Annex XIII	Timesheet – [*DPS TM-ONCALL (template])* [*Not applicable]*
Annex XIV	Timesheet – [*DPS TM ONWH (template)]* *[Not applicable]*
Annex XV	EMAS Environmental Policy

which form an integral part of this contract (‘the contract’).

This contract sets out the obligations of the parties during and after the duration of this contract.

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 contract. In all circumstances, in the event of contradiction between this contract and documents issued by the contractor, this contract prevails, regardless of any provision to the contrary in the contractor’s documents.

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PREAMBLE

On [../../20XX], the Commission, acting on its own behalf, launched the DPS FOR IT CONSULTANCY under the reference n° DIGIT/A3/PR/2019/028.

The contractor was selected for mini-competition [No. …] of the DPS FOR IT CONSULTANCY under the reference n° DIGIT/A3/PR/2019/028 at the conclusion of the evaluation process, on the basis of its tender submitted on [.../../20XX] in response to the invitation to tender.

I. SPECIAL CONDITIONS

I.1. ORDER OF PRIORITY OF PROVISIONS

If there is any conflict between different provisions in this contract, the following order of precedence shall apply:

(a) Special conditions of the Direct Contract;

(b) Service Level Agreement;

(c) DPS specifications;

(d) Tender specifications of the mini-competition;

(e) General conditions of the Direct Contract;

(f) General terms and conditions for information technologies contracts;

(g) Contractor's tender.

I.2. SUBJECT MATTER

The subject matter of the contract is the provision of IT consultancy services in the field of [*datacentre operations / digital workplace solutions / e-business solutions*].

Choose the relevant field and delete the rest

I.3. ENTRY INTO FORCE AND DURATION

I.3.1 The contract enters into force *[on the date on which the last party signs it]*.

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

I.3.3 The duration of the *performance of the contract* must not exceed [*48 months*]. *Performance of the contract* starts from [*insert date*].

I.3.4 The *performance of the contract* is divided into phases of minimum 60 days and maximum 220 days each. The duration of the first phase is […] days.

The contractor is authorised to continue the *performance of the contract* in the next phase only on the condition that the necessary funding is available from the Union's budget and that the project is still in progress. At the latest one month before the end of the ongoing phase, the contracting authority must notify the contractor in writing (which includes notification by email) whether the above conditions are met.

In case of confirmation that the conditions to continue the performance of the contract in the next phase are fulfilled, the notification to the contractor shall indicate the duration of the new phase.

In case of notification that the conditions to continue the performance of the contract in the next phase are not fulfilled, the contract shall be terminated at the end of the ongoing phase.

In case of lack of any notification to the contractor at the latest one month before the end of the ongoing phase, the conditions to continue the performance of the contract will be considered fulfilled and the new phase will have a duration of 60 days.

I.4. PRICE

I.4.1. Price of the contract and maximum amount

The maximum amount covering all purchases under this contract is EUR [*amount in figures and in words*]. It includes reimbursement of expenses as specified below and pursuant to the Tender specifications of the mini-competition [and] [EUR [*amount in figures and in words*] for the [first] [second] […] [phase/renewal].

However, this does not bind the contracting authority to purchase for the maximum amount.

I.4.2. Price revision

Price revision is applicable only in the following cases:

- For the first price revision - when the index Ir described in article II.20 is at least 5% lower or higher compared to the index in Io, as described in the same article;
- For any subsequent price revision - when the index Ir described in article II.20 is at least 5% lower or higher compared to the index Io used in the previous price revision.

In those cases, price revision is determined by the formula set out in Article II.20.

I.4.3. Reimbursement of expenses

When required by the contracting authority, travel costs, accommodation and daily allowances associated with the provision of services outside the normal places of delivery shall be reimbursed.

Travel costs to the normal places of delivery set out in the Tender Specifications for the mini-competition will not be reimbursed. However, where the Tender Specifications for the mini-competition envisages exceptional service provision (like attendance in meetings or on-site

interventions) related to travels to places of delivery different from the place of service provision, then travel costs, accommodation and daily allowances shall be reimbursed.

The daily subsistence allowance referred to in Article II.22.4(d) and the accommodation flat-rate ceiling referred to in Article II.22.4(e) are as listed in Article 13 of Annex VII of the Staff Regulations[2].

[The total value of expenses may not exceed EUR [amount in figures and in words] throughout the duration of the contract including renewals.]

I.5. PAYMENT ARRANGEMENTS

1. Payments under the contract shall be made in accordance with Article II.21, which is complemented by the relevant provisions of the GTCs and the Tender specifications of the mini-competition.

2. Payments shall be executed only if the contractor has fulfilled all its contractual obligations by the date on which the invoice is submitted. Payments requests may not be made if previous payments have not been executed as a result of default or negligence on the part of the contractor.

3. In the event of its budget not being adopted, the contracting authority may, after giving prior notice, pay invoices by monthly instalments. In such cases, it shall notify the contractor once it is in a position to resume normal payment arrangements.

I.5.1. Pre-financing

Pre-financing is not applicable to this contract.

I.5.2. Interim payment(s)

1. Interim payment(s), if provided for in the Tender specifications of the mini-competition, shall be made in accordance with the provisions of those specifications.

The contractor (or leader in case of a joint tender) must send an invoice, in paper or electronic format, for the interim payment accompanied by (as applicable) the progress report, other supporting documents and/or deliverables in accordance with the instructions laid down in the Tender specifications of the mini-competition.

2. The contracting authority must approve any submitted documents or deliverables and pay within 30 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 II.21.7. 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.

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[2] REGULATION No. 31 (EEC), 11 (EAEC), laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Economic Community and the European Atomic Energy Community.

I.5.3. Payment of the balance

1. The contractor (or leader in the case of a joint tender) may claim the payment of the balance in accordance with Article II.21.6.

The contractor (or leader in the case of a joint tender) must send an invoice, in paper or electronic format, for payment of the balance due under the contract, as provided for in the Tender Specifications of the mini-competition and accompanied by the following:

(a) a declaration on the list of all *pre-existing rights* to the *results* or parts of the *results*, as provided for in Article II.13.4;

(b) as applicable, the progress report, other supporting documents and/or deliverables as provided for in the Tender Specifications of the mini-competition;

(c) if relevant, statements of reimbursable expenses in accordance with Article II.22.

2. The contracting authority must approve the submitted documents or deliverables and pay within 30 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 II.21.7. 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.

***

In Belgium, use of this contract constitutes a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes the statement: “Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978).”

In Luxembourg, the contractor must include the following statement in the invoices: “Commande destinée à l’usage officiel de l’Union européenne. Exonération de la TVA Article 43 § 1 k 2ème tiret de la loi modifiée du 12.02.79. ” In the case of intra-Community purchases, the statement to be included in the invoices is: “For the official use of the European Union. VAT Exemption / European Union/ Article 151 of Council Directive 2006/112/EC.”

I.6. GUARANTEES

I.6.1. Performance guarantee

Performance guarantee is not applicable to this contract.

I.6.2. Retention money guarantee

[**For TM/PTM**

[Retention money guarantee is not applicable to this contract.]

[**For FP/QTM**

[Retention money guarantee is not applicable to this contract.]

[A retention money guarantee is requested for an amount of EUR [*amount in figures and in words*] and constituted by a corresponding deduction on each payment. At the request of the contractor, and subject to approval by the contracting authority, the deduction on payment may be replaced by a bank guarantee in accordance with the conditions laid down in Article II.21.5.]

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, identified as follows:

Name of bank:

Full address of branch:

Exact denomination of account holder:

Full account number including bank codes:

[IBAN[3] code:]

I.8. COMMUNICATION DETAILS

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

Contracting authority:

European Commission

Directorate-General Informatics

Directorate [*complete*]

Unit [*complete*]

[*Postcode and city*]

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*]

[3] BIC or SWIFT code for countries with no IBAN code.

I.9. PROCESSING OF PERSONAL DATA

I.9.1 Processing of personal data by the contracting authority

For the purpose of Article II.9.1,

(a) the data controller is the Directorate-General for Informatics of the European Commission;
(b) the data protection notice is available at https://ec.europa.eu/info/data-protection-public-procurement-procedures_en.

I.9.2 Processing of personal data by the contractor

For the purpose of Article II.9.2,

(a) the subject matter and purpose of the processing of personal data by the contractor are: processing of personal data in the framework of the provision of IT consultancy services as described in the Tender specifications and whenever needed for a proper execution of the tasks requested;

(b) The localisation of and access to the personal data processed by the contractor shall comply with the following:

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;
iv. the contractor may not change the location of data processing without the prior written authorisation of the contracting authority.

I.10. EXPLOITATION OF THE RESULTS OF THE CONTRACT

I.10.1. Detailed list of modes of exploitation of the results

In accordance with Article II.13.1 whereby the Union acquires ownership of the *results* as defined in this contract, including the tender specifications, these *results* may be used for any of the following modes of exploitation:

(a) use for its own purposes:

- making available to the staff of the contracting authority;
- making available to the persons and entities working for the contracting authority or cooperating with it, including contractors, subcontractors whether legal or natural persons;

- making it available to the other Union institutions, agencies and bodies, Member States' institutions;
- installing, uploading, processing;
- arranging, compiling, combining, retrieving;
- copying, reproducing in whole or in part and in unlimited number of copies.

(b) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;

(c) communication through press information services;

(d) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;

(e) modifications by the contracting authority or by a third party in the name of the contracting authority, including:

- shortening;
- summarising;
- modifying the content, the dimensions;
- making technical changes to the content (necessary correction of technical errors), adding new parts or functionalities, changing functionalities, providing third parties with additional information concerning the result (e.g. source code) with a view to making modifications;
- addition of new elements, paragraphs, titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound;
- addition of metadata, for text and data-mining purposes; addition of right-management information; addition of technological protection measures;
- preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation;
- extracting a part or dividing into parts;
- incorporating, including by cropping and cutting, the *results* or parts thereof in other works, such as on websites and webpages;
- translating, inserting subtitles, dubbing in different language versions:
    - English, French, German;

- all official languages of EU;
- languages used within EU;
- languages of candidate countries.

(f) rights to authorise or license the modes of exploitation set out in any of the points (a) to (e) to third parties, provided however that this does not apply to *pre-existing rights* and *pre-existing materials*, if they are only licensed to the Union, except as foreseen by Article II.13.2.;

(g) other adaptations which the parties may later agree; in such case, the following rules apply: the contracting authority must consult the contractor. If necessary, the contractor must in turn seek the agreement of any *creator* or other right holder and must reply to the contracting authority within one month by providing its agreement, including any suggestions of modifications, free of charge. The contractor may refuse the intended modification only if a *creator* can demonstrate that the intended modification may harm his/her honour or reputation, thereby violating his/her moral rights.

The list above is in addition to whatever rights already accrue to the Union on the basis of existing exceptions in the applicable legislation, such as the copyright exception to ensure the proper performance or reporting of administrative proceedings, in cases where such exceptions apply.

I.10.2. Licence or transfer of pre-existing rights

All *pre-existing rights* incorporated in the *results*, if any, are licensed to the Union as set out in Article II.13.2.

I.10.3. Provision of list of pre-existing rights and documentary evidence

The contractor must provide the contracting authority with a list of *pre-existing rights* as set out in Article II.13.4 together with the invoice for payment of the balance at the latest.

In addition, at the contracting authority's request, the contractor must provide the contracting authority with relevant and exhaustive evidence of the acquisition of all the necessary *pre-existing rights* together with a presentation of relevant *result*. To this effect, the contracting authority may request the contractor to provide a statement in accordance with Annex VIII, and/or the relevant evidence listed in Article II.13.5 as appropriate or, failing that, third parties' statements in accordance with Annex VIII.

I.11. TERMINATION BY EITHER PARTY

Either party may terminate the contract by sending *formal notification* to the other party with [one month] written notice.

If the 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.12. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.12.1. The contract is governed by Union law, complemented, where necessary, by the law of Belgium.

I.12.2. Any dispute regarding the application or validity of the contract and/or resulting from its interpretation and implementation will be subject to the jurisdiction of the Court of Justice of the European Union, as laid down in article 272 of the Treaty on the Functioning of the European Union.

I.13. SERVICE PROVIDED ON THE PREMISES OF THE CONTRACTING AUTHORITY[4]

For the purpose of this article, the following definitions apply:

'Personnel': persons employed directly or indirectly or contracted by the contractor to implement the Direct contract.

'On-Site Personnel': personnel who is granted access rights to the Contracting Authority premises in Belgium for a short or long term period, when necessary for executing the contract.

I.13.1 Pursuant to Articles 3, 7 and 8 of Commission Decision (EU, Euratom) 2015/443 of 13.3.2015 on Security in the Commission (OJ L 72, 17.3.2015, p. 41), background checks can be carried out on *on-site personnel* in order to prevent and control risks to the security of Commission staff, assets and information. In addition and pursuant to the Belgian Act of 11.12.1998 on classification and security clearances, security certificates and security advices (Belgian Official Gazette of 7.5.1999, p. 15.752), as further amended, access rights for *on-site personnel* to the premises of the contracting authority may be conditional on a positive security advice to be delivered by the Belgian authorities.

I.13.2 In order to allow the Belgian authorities to give a security advice, the Contractor will submit to the relevant On-Site Personnel the attached form (Consent form[5]). The duly completed and signed Consent Form and the taking note of the attached privacy statements will be returned to the Commission Department of Security (European

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[4] This clause must be used in case of personnel working within the premises of the Contracting Authority (on-site); otherwise it must be deleted.

[5] The Consent Form attached contains: full official name and forenames; function or occupation; nationality; national Belgian registry number; passport or ID number, place of birth; date of birth; official complete address (including house or flat number and postal code); company and number of company.

Commission, HR.DS (Security screenings) - Rue de la Loi 200, office BERL 3/190, B-1049 Brussels/Belgium). An up-to-date electronic list of relevant personal data as listed in the attached template[6] will be sent to the address "EC-SECURITY-SCREENING@ec.europa.eu" at least 30 days before the start date of a new contract.

I.13.3 Failure or refusal to complete the Consent Form may result in refusal of access rights to Commission buildings for the *personnel*.

I.13.4 The contracting authority acknowledges that in exceptional cases it may not be possible for the contractor to provide at short-term o*n-site personnel* having received a positive security advice. Nevertheless the contractor undertakes to provide at all times only *on-site personnel* having received a positive security advice for the following Commission buildings: Berlaymont, Breydel, Charlemagne, Centre Albert Borschette, Luxembourg 46, Montoyer 59 and Madou. This list can be subject to modification upon request from the Commission Department of Security. In such case, the contracting authority will duly notify the contractor of such modification. The contracting authority may terminate the contract if the contractor is unable to provide at all times only *on-site personnel* having received a positive security advice for the listed Commission buildings.

I.13.5 If access rights for *on-site personnel* are granted by means of a Commission access card, this card remains the property of the Commission and must be returned to the Service Card Office (Rue Montoyer 34 — 1049 Brussels – MEZ/120 – Monday to Friday 08:30-16:30) upon request, upon expiry or where the access conditions are no longer met and in particular where the *on-site personnel* does not benefit anymore from a positive security advice.

If the Commission access card is not returned, the contracting authority may claim liquidated damages of 100 EUR from the contractor for each day of delay up to a maximum of EUR 1.000. This represents a reasonable estimate of fair compensation for the damage incurred.

I.14. EXTENSION OF BACKGROUND CHECKS TO OTHER CASES

The background checks, as described under Article I.13 for on-site Personnel working in the premises of the contracting authority, may be extended at any time to the Commission's places of work located outside Belgium.

The Commission that decides to extend the procedure as provided for above shall notify to the Contractor the practical modalities for its implementation. This notification shall have full legal effect under the Direct Contract as from the date indicated in the notification.

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[6] The compulsory template of the electronic list attached to be transferred to the Belgian authorities summarizes the information as provided by the proposed on-site personnel in the Consent Form.

I.15. CODE OF CONDUCT FOR CONTRACTORS AND CONTRACTORS' PERSONNEL

The contractor commits itself and its personnel to the behaviour and rules as defined in Annex VI.

I.16. EMAS COMPLIANCE

The contractor shall assist the Commission to perform its commitments as set in the EMAS EC Environmental Policy and shall follow EMAS best practices. The Commission's EMAS Environmental Policy is contained in Annex XV.

Environmental considerations are taken into account throughout the complete life cycle of a product or a service.

I.17. EQUAL OPPORTUNITIES

The contractor shall observe a policy on the promotion of equality and diversity in the implementation of the Direct contract, by applying the principles of non-discrimination and equality set out in the EU Treaties in full and in their entirety.

In the implementation of the Direct contract, the contractor shall establish, maintain and promote an open and inclusive working environment which respects human dignity and the principles of equal opportunities, especially through the removal of all obstacles to recruitment and all potential discrimination based on sex, race or ethnic origin, religion or convictions, disability, age or sexual orientation.

I.18. SUBCONTRACTING

I.18.1. Definitions

Subcontracting is the situation where a contract has been or is to be established between the contracting authority and the contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other entities for performing part of the contract.

The contracting authority has no direct legal commitment with the subcontractor(s).

Subcontracting by subcontractors (2nd level of subcontracting) is the situation where a subcontractor enters into legal commitments with other entities (2nd level subcontractors) for performing part of the contract.

For this direct contract, subcontracting by subcontractors is **not** authorised.

All contractual tasks may be subcontracted unless the Service Requirements expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a member of the group.

I.18.2. Contractual relations not considered as subcontracting

The following shall not be considered subcontracting:

a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State ("intra-group posting" as defined by Article 1, 3, (b) of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services).

b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State ("hiring out of workers" as defined by Article 1, 3, (c) of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services).

c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group ("intra-corporate transfer" as defined by Article 3, (b) of Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer).

d) Use of staff without employment contract ("self-employed persons working for the contractor"), without the tasks of the self-employed persons being particular well-defined parts of the contract. These can be either individuals (self-employed natural persons who do not employ other IT service providers), or service providers in one of the following situations: i) sole proprietorships in which only one person (employee or not) is active in providing IT services; ii) companies in which only one person (employee or not) is active in providing IT services and iii) companies in which maximum two persons (employees or not) with family ties are active in providing IT services.

e) Use of suppliers of goods and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tender.

f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as "personnel" of the contractor as defined in the contract. In said cases, the contractor must ensure they comply with all obligations and administrative requirements linked to performing their tasks that derive from the legislation in force of the country(/ies) in which they will provide their services under the contract. These obligations may include, amongst others, any obligation to be registered for VAT purposes and/or in an enterprise register or database (e.g. *Banque-Carrefour des Entreprises* in Belgium). At the request of the contracting authority, the contractor must submit any relevant information, including evidence for the compliance of said persons/ entities with their aforementioned obligations.

I.18.3. Rules on replacing or adding subcontractors during contract execution

During contract execution, the contractor may wish to replace a subcontractor or to add a new subcontractor.

The contracting authority may also request the contractor to replace a subcontractor found to be in a situation provided for in points (d) and (e) of Article I.19.2.

A contractor may subcontract without the need to require the contracting authority's prior written authorisation in the case of subcontractors already proposed in the its Tender (Annex III to this document) who were not excluded, replaced or removed before the contract signature.

Prior authorisation from the contracting authority is necessary for all other cases.

The procedures to request authorisation for the use of subcontractors are described below.

I.18.4. Procedure to request authorisation for subcontractors

To replace a subcontractor or to add a new one, the contractor shall submit a formal request for authorisation by e-mail to contracting authority's e-mail address specified in Article I.8. The authorisation request should contain:

- exact name, official address, registration/VAT number of the new subcontractor and its contact details;
- updated descriptive document on subcontracting, requested at tender submission, containing, among others, a list and clear identification of all subcontractors, reasons to subcontract, roles and activities of each subcontractor and the volume / proportion of the subcontracting in question.
- all documents requested at tender submission for the replaced subcontractors (in case of replacement) or for subcontractors on whose capacity the tenderer did not rely to fulfil the selection criteria, if any (in case of adding a new subcontractor).

The new subcontractor may not start performing tasks under the contract until the contracting authority provides an explicit written authorisation for subcontracting.

I.18.5. Obligations of the contractor in case of subcontracting

In case of subcontracting, the contractor remains bound by its contractual obligations and is solely responsible for the implementation of the contract.

The contractor must ensure that the subcontracting does not affect the rights of the contracting authority under this contract.

For services provided at a facility that is directly under the oversight of the contracting authority (intra-muros services), the contractor must, at the contracting authority's request, indicate the names, contacts and authorised representatives of subcontractors involved in the performance of the contract, including any changes of subcontractors.

I.19. OTHER SPECIAL CONDITIONS

[Other special conditions or derogations to the general conditions may be considered. Article II.15 (liquidated damages) must be adapted to each specific purchase and each deliverable, depending on the potential delays and potential damage and provided that clear deadlines are indicated in the tender specifications.

SIGNATURES

For the contractor,	For the contracting authority,
[*Company name/forename/surname/position*]	[*forename/surname/position*]
Signature: _____	Signature:_____
Done at [*place*], *[date]*	Done at [*place*], *[date*]

In duplicate in English.

II. GENERAL CONDITIONS FOR THE SERVICE CONTRACT

II.1. DEFINITIONS

For the purpose of this contract, the following definitions (indicated in *italics* in the text) apply:

'Back office': the internal system(s) used by the parties to process electronic invoices;

'Breach of obligations': failure by the contractor to fulfil one or more of its contractual obligations.

'Confidential information or document': any information or document received by either party from the other or accessed by either party in the context of the *performance of the contract,* that any of the parties has identified in writing as confidential. It may not include information that is publicly available;

'Conflict of interest': a situation where the impartial and objective *performance of the contract* by the contractor is compromised for reasons involving family, emotional life, political or national affinity, economic interest, any other direct or indirect personal interest, or any other shared interest with the contracting authority or any third party related to the subject matter of the contract;

'Creator': means any natural person who contributes to the production of the *result*;

'EDI message' (electronic data interchange): a message created and exchanged through the electronic transfer, from computer to computer, of commercial and administrative data using an agreed standard;

'e-PRIOR': the service-oriented communication platform that provides a series of web services and allows the exchange of standardised electronic messages and documents between the parties. This is done either through web services, with a machine-to-machine connection between the parties' *back office* systems (*EDI messages*), or through a web application (the s*upplier portal*). The Platform may be used to exchange electronic documents (e-documents) such as electronic requests for services, electronic specific contracts, and electronic acceptance of services or electronic invoices between the parties.

'Force majeure': any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the contract. The situation or event must not be attributable to error or negligence on the part of the parties or on the part of the subcontractors and must prove to be inevitable despite their exercising due diligence. Defaults of service, defects in equipment or material or delays in making them available, labour disputes, strikes and financial difficulties may not be invoked as *force majeure,* unless they stem directly from a relevant case of *force majeure*;

'Formal notification' (or 'formally notify'): form of communication between the parties made in writing by mail or email, which provides the sender with compelling evidence that the message was delivered to the specified recipient;

‘Fraud’: an act or omission committed in order to make an unlawful gain for the perpetrator or another by causing a loss to the Union's financial interests, and relating to: i) the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or assets from the Union budget, ii) the non-disclosure of information in violation of a specific obligation, with the same effect or iii) the misapplication of such funds or assets for purposes other than those for which they were originally granted, which damages the Union's financial interests;

‘Grave professional misconduct’: a violation of applicable laws or regulations or ethical standards of the profession to which a contractor or a related person belongs, including any conduct leading to sexual or other exploitation or abuse, or any wrongful conduct of the contractor or a related person which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.

‘Interface control document’: the guideline document which lays down the technical specifications, message standards, security standards, checks of syntax and semantics, etc. to facilitate machine-to-machine connection. This document is updated on a regular basis;

‘Irregularity’: any infringement of a provision of Union law resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the Union’s budget.

‘Notification’ (or ‘notify’): form of communication between the parties made in writing including by electronic means;

‘Performance of the contract’: the execution of tasks and delivery of the purchased services by the contractor to the contracting authority;

‘Personnel’: persons employed directly or indirectly or contracted by the contractor to perform the contract;

‘Pre-existing material’: any material, document, technology or know-how which exists prior to the contractor using it for the production of a *result* in the *performance of the contract*;

‘Pre-existing right’: any industrial and intellectual property right on *pre-existing material*; it may consist in a right of ownership, a licence right and/or right of use belonging to the contractor, the *creator*, the contracting authority as well as to any other third parties;

‘Professional conflicting interest’: a situation in which the contractor’s previous or ongoing professional activities affect its capacity to perform the contract to an appropriate quality standard.

‘Related person’: any natural or legal person who is a member of the administrative, management or supervisory body of the contractor, or who has powers of representation, decision or control with regard to the contractor;

‘Result’: any intended outcome of the *performance of the contract*, whatever its form or nature. A *result* may be further defined in this contract as a deliverable. A *result* may, in addition to newly created materials produced specifically for the contracting authority by the contractor or at its request, also include *pre-existing materials*;

'Supplier portal': the *e-PRIOR* portal, which allows the contractor to exchange electronic business documents, such as invoices, through a graphical user interface.

II.2. ROLES AND RESPONSIBILITIES IN THE EVENT OF A JOINT TENDER

In the event of a joint tender submitted by a group of economic operators and where the group does not have legal personality or legal capacity, one member of the group is appointed as leader of the group.

II.3. SEVERABILITY

Each provision of this contract is severable and distinct from the others. If a provision is or becomes illegal, invalid or unenforceable to any extent, it must be severed from the remainder of the contract. This does not affect the legality, validity or enforceability of any other provisions of the contract, which continue in full force and effect. The illegal, invalid or unenforceable provision must be replaced by a legal, valid and enforceable substitute provision which corresponds as closely as possible with the actual intent of the parties under the illegal, invalid or unenforceable provision. The replacement of such a provision must be made in accordance with Article II.11. The contract must be interpreted as if it had contained the substitute provision as from its entry into force.

II.4. PERFORMANCE OF THE CONTRACT

II.4.1 The contractor must provide services of high quality standards, in accordance with the state of the art in the industry and the provisions of this contract, in particular the tender specifications and the terms of its tender. Where the Union has the right to make modifications to the *results*, they must be delivered in a format and with the necessary information which effectively allow such modifications to be made in a convenient manner.

II.4.2 The contractor must comply with the minimum requirements provided for in the tender specifications. This includes compliance with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU[7] and compliance with data

[7] OJ L 94 of 28.03.2014, p. 65

protection obligations resulting from Regulation (EU) 2016/679[8] and Regulation (EU) 2018/1725[9].

II.4.3 The contractor must obtain any permit or licence required in the State where the services are to be provided.

II.4.4 All periods specified in the contract are calculated in calendar days, unless otherwise specified.

II.4.5 The contractor must not present itself as a representative of the contracting authority and must inform third parties that it is not part of the European public service.

II.4.6 The contractor is responsible for the *personnel* who carry out the services and exercises its authority over its *personnel* without interference by the contracting authority. The contractor must inform its *personnel* that:

(a) they may not accept any direct instructions from the contracting authority; and

(b) their participation in providing the services does not result in any employment or contractual relationship with the contracting authority.

II.4.7 The contractor must ensure that the *personnel* performing the contract and any future replacement *personnel* possess the professional qualifications and experience required to provide the services, as the case may be on the basis of the selection criteria set out in the tender specifications.

II.4.8 At the contracting authority's reasoned request, the contractor must replace any member of *personnel* who:

(a) does not have the expertise required to provide the services; or

(b) has caused disruption at the premises of the contracting authority.

The contractor bears the cost of replacing its *personnel* and is responsible for any delay in providing the services resulting from the replacement of *personnel*.

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[8] Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, OJ L 119, 4.5.2016, p. 1, https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2016.119.01.0001.01.ENG

[9] Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of individuals 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

II.4.9 The contractor must record and report to the contracting authority any problem that affects its ability to provide the services. The report must describe the problem, state when it started and what action the contractor is taking to resolve it.

II.4.10 The contractor must immediately inform the Contracting authority of any changes in the exclusion situations as declared, according to Article 137 (1) of Regulation (EU) 2018/1046.

II.5. COMMUNICATION BETWEEN THE PARTIES

II.5.1 Form and means of communication

Any communication of information, notices or documents under the contract must:

(a) be made in writing in paper or electronic format in the language of the contract;

(b) bear the contract number;

(c) be made using the relevant communication details set out in Article I.8; and

(d) be sent by mail, email or, for the documents specified in the special conditions, via *e-PRIOR*.

If a party requests written confirmation of an e-mail within a reasonable time, the other party must provide an original signed paper version of the communication as soon as possible.

The parties agree that any communication made by email has full legal effect and is admissible as evidence in judicial proceedings.

II.5.2 Date of communications by mail and email

Any communication is deemed to have been made when the receiving party receives it, unless this contract refers to the date when the communication was sent.

E-mail is deemed to have been received by the receiving party on the day of dispatch of that e-mail, provided that it is sent to the e-mail address indicated in Article I.8. The sending party must be able to prove the date of dispatch. In the event that the sending party receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the contracting authority is deemed to have been received by the contracting authority on the date on which the department responsible referred to in Article I.8 registers it.

Formal notifications are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the message was delivered to the specified recipient.

II.5.3 Submission of e-documents via e-PRIOR

If provided for in the special conditions, the exchange of electronic documents (e-documents) such as invoices between the parties is automated through the use of the *e-PRIOR* platform. This platform provides two possibilities for such exchanges: either through web services (machine-to-machine connection) or through a web application (the *supplier portal*).

The contracting authority takes the necessary measures to implement and maintain electronic systems that enable the *supplier portal* to be used effectively.

In the case of machine-to-machine connection, a direct connection is established between the parties' *back offices*. In this case, the parties take the measures necessary on their side to implement and maintain electronic systems that enable the machine-to-machine connection to be used effectively. The electronic systems are specified in the *interface control document*. The contractor (or leader in the case of a joint tender) must take the necessary technical measures to set up a machine-to-machine connection and at its own cost.

If communication via the *supplier portal* or via the web services (machine-to-machine connection) is hindered by factors beyond the control of one party, it must *notify* the other immediately and the parties must take the necessary measures to restore this communication.

If it is impossible to restore the communication within two working days, one party must *notify* the other that alternative means of communication specified in Article II.5.1 will be used until the *supplier portal* or the machine-to-machine connection is restored.

When a change in the *interface control document* requires adaptations, the contractor (or leader in the case of a joint tender) has up to six months from receipt of the *notification* to implement this change. This period can be shortened by mutual agreement of the parties. This period does not apply to urgent measures required by the security policy of the contracting authority to ensure integrity, confidentiality and non-repudiation of information and the availability of *e-PRIOR*, which must be applied immediately.

II.5.4 Validity and date of e-documents

The parties agree that any e-document, including related attachments exchanged via *e-PRIOR*:

(a) is considered as equivalent to a paper document;

(b) is deemed to be the original of the document;

(c) is legally binding on the parties once an *e-PRIOR* authorised person has performed the 'sign' action in *e-PRIOR* and has full legal effect; and

(d) constitutes evidence of the information contained in it and is admissible as evidence in judicial proceedings.

The parties expressly waive any rights to contest the validity of such a document solely on the grounds that communications between the parties occurred through *e-PRIOR* or that the document has been signed through *e-PRIOR*. If a direct connection is established between the parties' *back offices* to allow electronic transfer of documents, the parties agree that an e-document, sent as mentioned in the *interface control document*, qualifies as an *EDI message*.

If the e-document is dispatched through the *supplier portal*, it is deemed to have been legally issued or sent when the contractor (or leader in the case of a joint tender) is able to successfully submit the e-document without any error messages. The generated PDF and XML document for the e-document are considered as a proof of receipt by the contracting authority.

In the event that an e-document is dispatched using a direct connection established between the parties' *back offices*, the e-document is deemed to have been legally issued or sent when its status is 'received' as defined in the *interface control document*.

When using the *supplier portal*, the contractor (or leader in the case of a joint tender) can download the PDF or XML message for each e-document for one year after submission. After this period, copies of the e-documents are no longer available for automatic download from the *supplier portal*.

II.5.5 Authorised persons in e-PRIOR

The contractor submits a request for each person who needs to be assigned the role of 'user' in *e-PRIOR*. These persons are identified by means of the European Communication Authentication Service (ECAS) and authorised to access and perform actions in *e-PRIOR* within the permissions of the user roles that the contracting authority has assigned to them.

User roles enabling these *e-PRIOR* authorised persons to sign legally binding documents such as specific tenders or specific contracts are granted only upon submission of supporting documents proving that the authorised person is empowered to act as a legal representative of the contractor.

II.6. LIABILITY

II.6.1 The contracting authority is not liable for any damage or loss caused by the contractor, including any damage or loss to third parties during or as a consequence of *performance of the contract*.

II.6.2 If required by the relevant applicable legislation, the contractor must take out an insurance policy against risks and damage or loss relating to the *performance of the contract*. It must also take out supplementary insurance as reasonably required by standard practice in the industry. Upon request, the contractor must provide evidence of insurance coverage to the contracting authority.

II.6.3 The contractor is liable for any loss or damage caused to the contracting authority during or as a consequence of *performance of the contract*, including in the event of subcontracting, but only up to an amount not exceeding three times the total amount of the contract. However, if the damage or loss is caused by the gross negligence or wilful misconduct of the contractor or of its *personnel* or subcontractors, as well as in the case of an action brought against the contracting authority by a third party for breach of its intellectual property rights, the contractor is liable for the whole amount of the damage or loss.

II.6.4 If a third party brings any action against the contracting authority in connection with the *performance of the contract*, including any action for alleged breach of intellectual property rights, the contractor must assist the contracting authority in the legal proceedings, including by intervening in support of the contracting authority upon request.

If the contracting authority's liability towards the third party is established and that such liability is caused by the contractor during or as a consequence of the *performance of the contract*, Article II.6.3 applies.

II.6.5 If the contractor is composed of two or more economic operators (i.e. who submitted a joint tender), they are all jointly and severally liable to the contracting authority for the *performance of the contract*.

II.6.6 The contracting authority is not liable for any loss or damage caused to the contractor during or as a consequence of *performance of the contract*, unless the loss or damage was caused by wilful misconduct or gross negligence of the contracting authority.

II.7. CONFLICT OF INTEREST AND PROFESSIONAL CONFLICTING INTERESTS

II.7.1 The contractor must take all the necessary measures to prevent any situation of *conflict of interest* or *professional conflicting interest*.

II.7.2 The contractor must *notify* the contracting authority in writing as soon as possible of any situation that could constitute a *conflict of interest* or a *professional conflicting interest* during the *performance of the contract*. The contractor must immediately take action to rectify the situation.

The contracting authority may do any of the following:

(a) verify that the contractor's action is appropriate;

(b) require the contractor to take further action within a specified deadline;

II.7.3 The contractor must pass on all the relevant obligations in writing to:

(a) its *personnel*;

(b) any natural person with the power to represent it or take decisions on its behalf;

(c) third parties involved in the *performance of the contract*, including subcontractors.

The contractor must also ensure that the persons referred to above are not placed in a situation which could give rise to conflicts of interest.

II.8. CONFIDENTIALITY

II.8.1 The contracting authority and the contractor must treat with confidentiality any information or documents, in any format, disclosed in writing or orally relating to the *performance of the contract* and identified in writing as confidential.

II.8.2 Each party must:

(a) not use *confidential information or documents* for any purpose other than to perform its obligations under the contract without the prior written agreement of the other party;

(b) ensure the protection of such *confidential information or documents* with the same level of protection as its own *confidential information* and in any case with due diligence;

(c) not disclose, directly or indirectly, *confidential information or documents* to third parties without the prior written agreement of the other party.

II.8.3 The confidentiality obligations set out in this Article are binding on the contracting authority and the contractor during the *performance of the contract* and for as long as the information or documents remain confidential unless:

(a) the disclosing party agrees to release the receiving party from the confidentiality obligation earlier;

(b) the *confidential information or documents* become public through other means than a breach of the confidentiality obligation;

(c) the applicable law requires the disclosure of the *confidential information or documents*.

II.8.4 The contractor 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 Article. At the request of the contracting authority, the contractor must provide a document providing evidence of this commitment.

II.9. PROCESSING OF PERSONAL DATA

II.9.1 Processing of personal data by the contracting authority

Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with Regulation (EU) 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract by the data controller.

The contractor or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should the contractor or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice referred to in Article I.9.

II.9.2 Processing of personal data by the contractor

The processing of personal data by the contractor shall meet the requirements of Regulation (EU) 2018/1725 and be processed solely for the purposes set out by the controller.

The contractor shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) 2018/1725. The contractor shall inform without delay the controller about such requests.

The contractor may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The contractor shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the contract. The contractor must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article II.8.

The contractor shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

(a) the pseudonymisation and encryption of personal data;
(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
(c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
(e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

The contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the contractor becomes aware of the breach. In such cases, the contractor shall provide the controller with at least the following information:

(a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
(b) likely consequences of the breach;
(c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State data protection provisions as referred to in the tender specifications.

The contractor shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

(a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
(b) notify a personal data breach to the European Data Protection Supervisor;
(c) communicate a personal data breach without undue delay to the data subject, where applicable;
(d) carry out data protection impact assessments and prior consultations as necessary.

The contractor shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The contracting authority is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services as set out in Article I.9.2) and data security, which includes personal data held on behalf of the contracting authority in the premises of the contractor or subcontractor.

The contractor shall notify the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of the contracting authority.

The duration of processing of personal data by the contractor will not exceed the period referred to in Article II.24.2. Upon expiry of this period, the contractor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

For the purpose of Article II.10, if part or all of the processing of personal data is subcontracted to a third party, the contractor shall pass on the obligations referred to in Articles I.9.2 and II.9.2 in writing to those parties, including subcontractors. At the request of the contracting authority, the contractor shall provide a document providing evidence of this commitment.

II.10. SUBCONTRACTING

II.10.1 The contractor must not subcontract and have the contract performed by third parties beyond the third parties already mentioned in its tender without prior written authorisation from the contracting authority.

II.10.2 Even if the contracting authority authorises subcontracting, the contractor remains bound by its contractual obligations and is solely responsible for the *performance of this contract*.

II.10.3 The contractor must ensure that the subcontract does not affect the rights of the contracting authority under this contract, particularly those under Articles II.8, II.13 and II.24.

II.10.4 The contracting authority may request the contractor to replace a subcontractor found to be in a situation provided for in points (d) and (e) of Article II.18.1.

II.11. AMENDMENTS

II.11.1 Any amendment to the contract must be made in writing before all contractual obligations have been fulfilled.

II.11.2 Any amendment must not make changes to the contract that might alter the initial conditions of the procurement procedure or result in unequal treatment of tenderers.

II.12. ASSIGNMENT

II.12.1 The contractor must not assign the rights and obligations arising from the contract, including claims for payments or factoring, without prior written authorisation from the contracting authority. In such cases, the contractor must provide the contracting authority with the identity of the intended assignee.

II.12.2 Any right or obligation assigned by the contractor without authorisation is not enforceable against the contracting authority.

II.13. INTELLECTUAL PROPERTY RIGHTS

II.13.1. Ownership of the rights in the results

The Union acquires irrevocably worldwide ownership of the *results* and of all intellectual property rights on the newly created materials produced specifically for the Union under the contract and incorporated in the *results*, without prejudice however to the rules applying to *pre-existing rights* on *pre-existing materials*, as per Article II.13.2.

The intellectual property rights so acquired include any rights, such as copyright and other intellectual or industrial property rights, to any of the *results* and in all technological solutions and information created or produced by the contractor or by its subcontractor in *in performance of the contract*. The contracting authority may exploit and use the acquired rights as stipulated in this contract. The Union acquires all the rights as from the moment the contractor has created the *results*.

The payment of the price includes any fees payable to the contractor about the acquisition of ownership of rights by the Union including for all modes of exploitation and of use of the *results*.

II.13.2. Licensing rights on pre-existing materials

Unless provided otherwise in the special conditions, the Union does not acquire ownership of *pre-existing rights* under this contract.

The contractor licenses the *pre-existing rights* on a royalty-free, non-exclusive and irrevocable basis to the Union, which may use the *pre-existing materials* for all the modes of exploitation set out in this contract. Unless otherwise agreed, the licence is non-transferable and cannot be sub-licensed, except as provided hereafter:

(a) the *pre-existing rights* can be sub-licensed by the contracting authority to persons and entities working for it or cooperating with it, including contractors and subcontractors, whether legal or natural persons, but only for the purpose of their mission for the Union;

(b) if the *result* is a "document" such as a report or a study, and it is meant to be published, the existence of *pre-existing materials* in the *result* may not prevent the publication of the document, its translation or its "reuse", it being understood however that the "reuse" may only be made of the *result* as a whole and not of the *pre-existing materials* taken separately from the *result*; for the sake of this provision, "reuse" and "document" have the meaning given by the Commission Decision of 12 December 2011 on the reuse of Commission documents (2011/833/EU).

All *pre-existing rights* are licensed to the Union from the moment the *results* are delivered and approved by the contracting authority.

The licensing of *pre-existing rights* to the Union under this contract covers all territories worldwide and is valid for the duration of intellectual property rights protection.

The payment of the price as set out in this contract is deemed to also include any fees payable to the contractor in relation to the licensing of *pre-existing rights* to the Union, including for all forms of exploitation and of use of the *results*.

Where *implementation of the contract* requires that the contractor uses *pre-existing materials* belonging to the contracting authority, the contracting authority may request that the contractor signs an adequate licence agreement. Such use by the contractor will not entail any transfer of rights to the contractor and is limited to the needs of this contract.

II.13.3. Exclusive rights

The Union acquires the following exclusive rights:

(a) reproduction: the right to authorise or prohibit direct or indirect, temporary or permanent reproduction of the *results* by any means (mechanical, digital or other) and in any form, in whole or in part;

(b) communication to the public: the exclusive right to authorise or prohibit any display, performance or communication to the public, by wire or wireless means, including the making available to the public of the *results* in such a way that members of the public may access them from a place and at a time individually chosen by them; this also includes the communication on Internet and broadcasting by cable or by satellite;

(c) distribution: the exclusive right to authorise or prohibit any form of distribution of *results* or copies of the *results* to the public, by sale or otherwise;

(d) rental: the exclusive right to authorise or prohibit rental or lending of the *results* or of copies of the *results*;

(e) adaptation: the exclusive right to authorise or prohibit any modification of the *results*;

(f) translation: the exclusive right to authorise or prohibit any translation, adaptation, arrangement, creation of derivative works based on the *results*, and any other alteration of the *results*, subject to the respect of moral rights of authors, where applicable;

(g) where the *results* are or include a database: the exclusive right to authorise or prohibit the extraction of all or a substantial part of the contents of the database to another medium by any means or in any form; and the exclusive right to authorise or prohibit the re-utilization of all or a substantial part of the contents of the database by the distribution of copies, by renting, by on-line or other forms of transmission;

(h) where the *results* are or include a patentable subject-matter: the right to register them as a patent and to further exploit such patent to the fullest extent;

(i) where the *results* are or include logos or subject-matter which could be registered as a trademark: the right to register such logo or subject-matter as a trademark and to further exploit and use it;

(j) where the *results* are or include know-how: the right to use such know-how as is necessary to make use of the *results* to the full extent provided for by this contract, and the right to make it available to contractors or subcontractors acting on behalf of the contracting authority, subject to their signing of adequate confidentiality undertakings where necessary;

(k) where the *results* are documents:

    (i) the right to authorise the reuse of the documents in conformity with the Commission Decision of 12 December 2011 on the reuse of Commission documents (2011/833/EU), to the extent it is applicable and the documents fall within its scope and are not excluded by any of its provisions; for the sake of this provision, “reuse” and “document” have the meaning given to them by this Decision;

    (ii) the right to store and archive the *results* in line with the document management rules applicable to the contracting authority, including digitisation or converting the format for preservation or new use purposes;

(l) where the *results* are or incorporate software, including source code, object code and, where relevant, documentation, preparatory materials and manuals, in addition to the other rights mentioned in this Article:

    (i) end-user rights, for all uses by the Union or by subcontractors which result from this contract and from the intention of the parties;

    (ii) the rights to receive both the source code and the object code;

(m) the right to license to third parties any of the exclusive rights or of the modes of exploitation set out in this contract; however, for *pre-existing materials* which are only licensed to the Union, the right to sub-license does not apply, except in the two cases foreseen by Article II.13.2.;

(n) to the extent that the contractor may invoke moral rights, the right for the contracting authority, except where otherwise provided in this contract, to publish the *results* with or without mentioning the *creator*(s)' name(s), and the right to decide when and whether the *results* may be disclosed and published.

The contractor warrants that the exclusive rights and the modes of exploitation may be exercised by the Union on all parts of the *results*, be it via a transfer of ownership of the rights, on those parts which were specifically created by the contractor, or via a licence of the pre-existing rights, on those parts consisting of *pre-existing materials*.

Where *pre-existing materials* are inserted in the *results*, the contracting authority may accept reasonable restrictions impacting on the above list, provided that the said materials are easily identifiable and separable from the rest, that they do not correspond to substantial elements of the *results*, and that, should the need arise, satisfactory replacement solutions exist, at no additional costs to the contracting authority. In such case, the contractor will have to clearly inform the contracting authority before making such choice and the contracting authority has the right to refuse it.

II.13.4. Identification of pre-existing rights

When delivering the *results*, the contractor must warrant that, for any use that the contracting authority may envisage within the limits set in this contract, the newly created parts and the *pre-existing material* incorporated in the *results* are free of claims from *creators* or from any third parties and all the necessary *pre-existing rights* have been obtained or licensed.

To that effect, the contractor must establish a list of all *pre-existing rights* to the *results* of this contract or parts thereof, including identification of the rights' owners. If there are no *pre-existing rights* to the *results*, the contractor must provide a declaration to that effect. The contractor must provide this list or declaration to the contracting authority together with the invoice for payment of the balance at the latest.

II.13.5. Evidence of granting of pre-existing rights

Upon request by the contracting authority, the contractor must, in addition to the list mentioned under Article II.13.4., provide evidence that it has the ownership or the right to use all the listed *pre-existing rights*, except for the rights owned or licensed by the Union. The contracting authority may request this evidence even after the end of this contract.

This provision also applies to image rights and sound recordings.

This evidence may refer, for example, to rights to: parts of other documents, images, graphs, sounds, music, tables, data, software, technical inventions, know-how, IT development tools, routines, subroutines or other programs ('background technology'), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

This evidence must include, as appropriate:

(a) the name and version number of a software product;

(b) the full identification of the work and its author, developer, *creator*, translator, data entry person, graphic designer, publisher, editor, photographer, producer;

(c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;

(d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the *results* were created by its *personnel*;

(e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities if it is found that it does not hold the necessary rights, regardless of when and by whom this fact is revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final *results*.

II.13.6. Quotation of works in the result

In the *result*, the contractor must clearly point out all quotations of existing works. The complete reference should include as appropriate, the following: name of the author, title of the work, date and place of publication, date of creation, address of publication on the internet, number, volume and other information that allows the origin to be easily identified.

II.13.7. Moral rights of creators

By delivering the *results*, the contractor warrants that the *creators* will not object to the following on the basis of their moral rights under copyright:

(a) that their names be mentioned or not mentioned when the *results* are presented to the public;

(b) that the *results* be divulged or not after they have been delivered in their final version to the contracting authority;

(c) that the *results* be adapted, provided that this is done in a manner which is not prejudicial to the *creator*'s honour or reputation.

If moral rights on parts of the *results* protected by copyright may exist, the contractor must obtain the consent of *creators* regarding the granting or waiver of the relevant moral rights in accordance with the applicable legal provisions and be ready to provide documentary evidence upon request.

II.13.8. Image rights and sound recordings

If natural persons appear in a *result* or their voice or any other private element is recorded in a recognisable manner, the contractor must obtain a statement by these persons (or, in the case of minors, by the persons exercising parental authority) giving their permission for the described use of their image, voice or private element and, on request, submit a copy of the

permission to the contracting authority. The contractor must take the necessary measures to obtain such consent in accordance with the applicable legal provisions.

II.13.9. Copyright notice for pre-existing rights

When the contractor retains *pre-existing rights* on parts of the *results*, reference must be inserted to that effect when the *result* is used as set out in Article I.10.1, with the following disclaimer: '© — year — European Union. All rights reserved. Certain parts are licensed under conditions to the EU', or with any other equivalent disclaimer as the contracting authority may consider best appropriate, or as the parties may agree on a case-by-case basis. This does not apply where inserting such reference would be impossible, notably for practical reasons.

II.13.10. Visibility of Union funding and disclaimer

When making use of the *results*, the contractor must declare that they have been produced under a contract with the Union and that the opinions expressed are those of the contractor only and do not represent the contracting authority's official position. The contracting authority may waive this obligation in writing or provide the text of the disclaimer.

II.14. FORCE MAJEURE

II.14.1 If a party is affected by *force majeure*, it must immediately *notify* the other party, stating the nature of the circumstances, their likely duration and foreseeable effects.

II.14.2 A party is not liable for any delay or failure to perform its obligations under the contract if that delay or failure is a *result* of *force majeure*. If the contractor is unable to fulfil its contractual obligations owing to *force majeure*, it has the right to remuneration only for the services actually provided.

II.14.3 The parties must take all necessary measures to limit any damage due to *force majeure.*

II.15. LIQUIDATED DAMAGES

II.15.1. Delay in delivery

If the contractor fails to perform its contractual obligations within the applicable time limits set out in this contract, the contracting authority may claim liquidated damages for each day of delay using the following formula:

0.3 x (*V/d)*

where

V is the price of the relevant purchase or deliverable or *result* or, failing that, the price specified in Article I.4.1;

d is the duration specified for delivery of the relevant purchase or deliverable or *result* or, failing that, the duration of *performance of the contract* specified in Article I.3.3 expressed in days.

Liquidated damages may be imposed together with a reduction in price under the conditions laid down in Article II.16.

II.15.2. Procedure

The contracting authority must *formally notify* the contractor of its intention to apply liquidated damages and the corresponding calculated amount.

The contractor has 30 days following the date of receipt to submit observations. Failing that, the decision becomes enforceable the day after the time limit for submitting observations has elapsed.

If the contractor submits observations, the contracting authority, taking into account the relevant observations, must *notify* the contractor:

(a) of the withdrawal of its intention to apply liquidated damages; or

(b) of its final decision to apply liquidated damages and the corresponding amount.

II.15.3. Nature of liquidated damages

The parties expressly acknowledge and agree that any amount payable under this Article is not a penalty and represents a reasonable estimate of fair compensation for the damage incurred due to failure to provide the services within the applicable time limits set out in this contract.

II.15.4. Claims and liability

Any claim for liquidated damages does not affect the contractor's actual or potential liability or the contracting authority's rights under Article II.18.

II.16. REDUCTION IN PRICE

II.16.1. Quality standards

If the contractor fails to provide the service in accordance with the contract ('unperformed obligations') or if it fails to provide the service in accordance with the expected quality levels specified in the tender specifications ('low quality delivery'), the contracting authority may reduce or recover payments proportionally to the seriousness of the unperformed obligations or low quality delivery. This includes in particular cases where the contracting authority cannot approve a *result*, report or deliverable as defined in Article I.5 after the contractor has submitted the required additional information, correction or new version.

A reduction in price may be imposed together with liquidated damages under the conditions of Article II.15.

II.16.2. Procedure

The contracting authority must *formally notify* the contractor of its intention to reduce payment and the corresponding calculated amount.

The contractor has 30 days following the date of receipt to submit observations. Failing that, the decision becomes enforceable the day after the time limit for submitting observations has elapsed.

If the contractor submits observations, the contracting authority, taking into account the relevant observations, must *notify* the contractor:

(a) of the withdrawal of its intention to reduce payment; or

(b) of its final decision to reduce payment and the corresponding amount.

II.16.3. Claims and liability

Any reduction in price does not affect the contractor's actual or potential liability or the contracting authority's rights under Article II.18.

II.17. SUSPENSION OF THE PERFORMANCE OF THE CONTRACT

II.17.1. Suspension by the contractor

If the contractor is affected by *force majeure*, it may suspend the *performance of the contract*. The contractor must immediately *notify* the contracting authority of the suspension. The *notification* must include a description of the *force majeure* and state when the contractor expects to resume the *performance of the contract*.

The contractor must *notify* the contracting authority as soon as it is able to resume *performance of the contract*, unless the contracting authority has already terminated the contract.

II.17.2. Suspension by the contracting authority

The contracting authority may suspend the *performance of the contract* or any part of it:

(a) if the procedure for awarding the contract or the *performance of the contract* proves to have been subject to *irregularities, fraud* or *breach of obligations*;

(b) in order to verify whether the presumed *irregularities, fraud* or *breach of obligations* have actually occurred.

The contracting authority must *formally notify* the contractor of the suspension and the reasons for it. Suspension takes effect on the date of *formal notification*, or at a later date if the *formal notification* so provides.

The contracting authority must *notify* the contractor as soon as the verification is completed whether:

(a) it is lifting the suspension; or

(b) it intends to terminate the contract under Article II.18.1(f) or (j).

The contractor is not entitled to compensation for suspension of any part of the contract.

The contracting authority may in addition suspend the time allowed for payments in accordance with Article II.21.7.

II.18. TERMINATION OF THE CONTRACT

II.18.1. Grounds for termination by the contracting authority

The contracting authority may terminate the contract in the following circumstances:

(a) if provision of the services under the contract has not actually started within 15 days of the scheduled date and the contracting authority considers that the new date proposed, if any, unacceptable, taking into account Article II.11.2;

(b) if the contractor is unable, through its own fault, to obtain any permit or licence required for *performance of the contract*;

(c) if the contractor does not perform the contract in accordance with the tender specifications or is in breach of another substantial contractual obligation (including the Code of Conduct).

(d) if the contractor or any person that assumes unlimited liability for the debts of the contractor is in one of the situations provided for in points (a) and (b) of Article 136(1) of the Financial Regulation[10];

(e) if the contractor or any *related person* is in one of the situations provided for in points (c) to (h) of Article 136(1) or to Article 136(2) of the Financial Regulation.

(f) if the procedure for awarding the contract or the *performance of the contract* prove to have been subject to *irregularities*, *fraud* or *breach of obligations*;

(g) if the contractor does not comply with applicable obligations under environmental, social and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU;

(h) if the contractor is in a situation that could constitute a *conflict of interest* or a *professional conflicting interest* as referred to in Article II.7;

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[10] Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012, OJ L 193 of 30.7.2018, p.1 https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1544791836334&uri=CELEX:32018R1046

(i) if a change to the contractor's legal, financial, technical, organisational or ownership situation is likely to substantially affect the *performance of the contract* or substantially modify the conditions under which the contract was initially awarded, or a change regarding the exclusion situations listed in Art 136 of Regulation (EU) 2018/1046 that calls into question the decision to award the contract;

(j) in the event of *force majeure*, where either resuming implementation is impossible or the necessary ensuing amendments to the contract would mean that the tender specifications are no longer fulfilled or result in unequal treatment of tenderers or contractors;

(k) if the contractor is in breach of the data protection obligations resulting from Article II.9.2;

(l) if the contractor does not comply with the applicable data protection obligations resulting from Regulation (EU) 2016/679.

II.18.2. Grounds for termination by the contractor

The contractor may terminate the contract if the contracting authority fails to comply with its obligations, in particular the obligation to provide the information needed for the contractor to perform the contract as provided for in the tender specifications.

II.18.3. Procedure for termination

A party must *formally notify* the other party of its intention to terminate the contract and the grounds for termination.

The other party has 30 days following the date of receipt to submit observations, including the measures it has taken or will take to continue fulfilling its contractual obligations. Failing that, the decision to terminate becomes enforceable the day after the time limit for submitting observations has elapsed.

If the other party submits observations, the party intending to terminate must *formally notify* it either of the withdrawal of its intention to terminate or of its final decision to terminate.

In the cases referred to in points (a) to (d), (g) to (i), (k) and (l) of Article II.18.1 and in Article II.18.2, the date on which the termination takes effect must be specified in the *formal notification*.

In the cases referred to in points (e), (f) and (j) of Article II.18.1, the termination takes effect on the day following the date on which the contractor receives *notification* of termination.

In addition, at the request of the contracting authority and regardless of the grounds for termination, the contractor must provide all necessary assistance, including information, documents and files, to allow the contracting authority to complete, continue or transfer the services to a new contractor or internally, without interruption or adverse effect on the quality or continuity of the services. The parties may agree to draw up a transition plan detailing the contractor's assistance unless such plan is already detailed in other contractual documents or

in the tender specifications. The contractor must provide such assistance at no additional cost, except if it can demonstrate that it requires substantial additional resources or means, in which case it must provide an estimate of the costs involved and the parties will negotiate an arrangement in good faith.

II.18.4. Effects of termination

The contracting authority may claim compensation for such damage. The contractor is liable for damage incurred by the contracting authority as a result of the termination of the contract, including the additional cost of appointing and contracting another contractor to provide or complete the services, except if the damage is a result of a termination in accordance with Article II.18.1(j) or Article II.18.2. The contracting authority may claim compensation for such damage.

The contractor is not entitled to compensation for any loss resulting from the termination of the contract, including loss of anticipated profits, unless the loss was caused by the situation specified in Article II.18.2.

The contractor must take all appropriate measures to minimise costs, prevent damage and cancel or reduce its commitments.

Within 60 days of the date of termination, the contractor must submit any report, deliverable or *result* and any invoice required for services that were provided before the date of termination.

In the case of joint tenders, the contracting authority may terminate the contract with each member of the group separately on the basis of points (d), (e), (g), (k) and (l) of Article II.18.1, under the conditions set out in Article II.11.2.

II.19. INVOICES, VALUE ADDED TAX AND E-INVOICING

II.19.1. Invoices and value added tax

Invoices must contain the contractor's (or leader's in the case of a joint tender) identification data, the amount, the currency and the date, as well as the contract reference.

Invoices must indicate the place of taxation of the contractor (or leader in the case of a joint tender) for value added tax (VAT) purposes and must specify separately amounts not including VAT and amounts including VAT.

The contracting authority is exempt from all taxes and duties, including VAT, in accordance with Articles 3 and 4 of the Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union.

The contractor (or leader in the case of a joint tender) must complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for *performance of the contract* are exempt from taxes and duties, including VAT.

II.19.2. E-invoicing

If provided for in the special conditions, the contractor (or leader in the case of a joint tender) submits invoices in electronic format if the conditions regarding electronic signature specified by Directive 2006/112/EC on VAT are fulfilled, i.e. using a qualified electronic signature or through electronic data interchange.

Reception of invoices by standard format (pdf) or email is not accepted.

II.20. PRICE REVISION

If the conditions set in Article I.4.2 are fulfilled, the parties agree that the prices shall be subject to a price revision according to the provisions set out below.

II.20.1. Date of effect of the price revision

For a contract signed in month M, the price revision shall be calculated as set out below and become applicable to phases of the direct service contract that start on or after the 1st day of month M+4.

II.20.2. Procedure for calculating the price revision

Within 15 calendar days from the anniversary date of contract signature, the contractor may send to the contracting authority a written notification requesting the application of the price revision and indicating the percentage difference between the applicable index Ir as compared to the index Io used in the previous price revision as set out in Article I.4.2.

The contracting authority has 30 days following the date of receipt of the contractor's notification sent pursuant to paragraph 1 to send to the contractor an initial written notification informing the latter about the result of the calculation of the price revision.

The contractor has 30 days following the date of receipt of the contracting authority's notification sent pursuant to paragraph 2 to submit observations against the result of the calculation made by the contracting authority. In absence thereof, the initial written notification sent by the contracting authority shall acquire the status of an amendment with full legal effect and enters into force the day after the time limit for submitting observations has elapsed.

Should the contractor formulate any observations on the correctness of the calculation made pursuant to paragraph 2 above within the deadline set out in paragraph 3 above, the contracting authority shall carefully and expediently consider them.

Following this assessment, the contracting authority shall send to the contractor, within one month from the receipt of contractor's letter, a final written notification including the result of the calculation of the price revision. If applicable, this letter should state the reasons having led to the rejection of the observations put forward by the contractor.

The final written notification sent by the contracting authority shall immediately enter into force and acquire the status of an amendment with full legal effect, but the contractor shall be free to seek appropriate remedies.

Should the contractor fail to initiate the procedure as set out above, the contracting authority may, within 60 calendar days of the anniversary of contract signature, initiate the procedure for the calculation of the price revision by sending to the contractor an initial written notification informing the latter about the result of the calculation of the price revision. Paragraphs 3, 4, 5 and 6 above shall apply thereafter.

Should the contractor not act as provided for in paragraph 1 above, nor the contracting authority as provided for in paragraph 7, the price revision shall not apply for the relevant yearly period.

II.20.3. Formula for the price revisions

The price revisions shall be calculated using the following formula:

$Pr = Po \times Ir/Io$

where:

Pr = Revised price

Po = Original price in the tender

Ir = Index for the month M-3.

Io = Index for the month M

The quotient of Ir/Io is rounded to the fourth decimal.

Following the price revision, the prices shall be rounded to the closest euro cent, with the exception of the daily prices for provision of services, which shall be rounded to the closest even number of euro cents.

II.20.4. Indices to be used for the price revision

The revision shall be based on the trend in the index “Harmonised Indices of Consumer Prices (HICP all items)”, under “First Published Data (prc_hicp_fp)”, published on Eurostat’s official website. The index to be used is the one corresponding to EU-27, using the classification “All-items HICP” and the latest base year (currently: Index, 2015=100).

In case of a change in the base year of an index, the values of Io and Ir shall be adapted accordingly on the basis of the official figures published by Eurostat using the latest base year.

Should Eurostat cease to publish any of the indices referred to above, the contracting authority shall —at the contractor’s request and as part of the procedure set out in paragraph II.20.2 above— provide the most similar index which is available, providing reasons for its choice.

II.21. PAYMENTS AND GUARANTEES

II.21.1. Date of payment

The date of payment is deemed to be the date on which the contracting authority's account is debited.

II.21.2. Currency

Payments are made in euros, unless another currency is provided for in Article I.7.

II.21.3. Conversion

The contracting authority makes any conversion between the euro and another currency at the daily euro exchange rate published in the Official Journal of the European Union, or failing that, at the monthly accounting exchange rate, as established by the European Commission and published on the website indicated below, applicable on the day when it issues the payment order.

The contractor makes any conversion between the euro and another currency at the monthly accounting exchange rate, established by the Commission and published on the website indicated below, applicable on the date of the invoice.

http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm

II.21.4. Costs of transfer

The costs of the transfer are borne as follows:

(a) the contracting authority bears the costs of dispatch charged by its bank;

(b) the contractor bears the costs of receipt charged by its bank;

(c) the party causing repetition of the transfer bears the costs for repeated transfer.

II.21.5. Pre-financing, performance and money retention guarantees

If, as provided for in Article I.6, a financial guarantee is required for the payment of pre-financing, as performance guarantee or as retention money guarantee, it must fulfil the following conditions:

(a) the financial guarantee is provided by a bank or a financial institution approved by the contracting authority or, at the request of the contractor and with the agreement of the contracting authority, by a third party; and

(b) the guarantee shall have the effect of making the bank or financial institution or the third party provide irrevocable collateral security, or stand as first-call guarantor of the contractor's obligations without requiring that the contracting authority has recourse against the principal debtor (the contractor).

The contractor bears the cost of providing such guarantee.

Pre-financing guarantees must remain in force until the pre-financing is cleared against interim payments or payment of the balance. Where the payment of the balance takes the form of a debit note, the pre-financing guarantee must remain in force for three months after the debit note is sent to the contractor. The contracting authority must release the guarantee within the following month.

Performance guarantees cover compliance with substantial contractual obligations until the contracting authority has given its final approval for the service. The performance guarantee must not exceed 10 % of the total price of the contract. The contracting authority must release the guarantee fully after final approval of the service, as provided for in the contract.

Retention money guarantees cover full delivery of the service in accordance with the contract including during the contract liability period and until its final approval by the contracting authority. The retention money guarantee must not exceed 10 % of the total price of the contract. The contracting authority must release the guarantee after the expiry of the contract liability period as provided for in the contract.

The contracting authority must not request a retention money guarantee where it has requested a performance guarantee.

II.21.6. Interim payments and payment of the balance

The contractor (or leader in the case of a joint tender) must send an invoice for interim payment, as provided for in Article I.5 or in the tender specifications.

The contractor (or leader in the case of a joint tender) must send an invoice for payment of the balance within 60 days of the end of the period of provision of the services, as provided for in Article I.5 or in the tender specifications.

Payment of the invoice and approval of documents does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of recovery.

II.21.7. Suspension of the time allowed for payment

The contracting authority may suspend the payment periods specified in Article I.5 at any time by *notifying* the contractor (or leader in the case of a joint tender) that its invoice cannot be processed. The reasons the contracting authority may cite for not being able to process an invoice are:

(a) because it does not comply with the contract;

(b) because the contractor has not produced the appropriate documents or deliverables; or

(c) because the contracting authority has observations on the documents or deliverables submitted with the invoice.

The contracting authority must *notify* the contractor (or leader in the case of joint tender) as soon as possible of any such suspension, giving the reasons for it. In cases b) and c) referred

above, the contracting authority shall notify the contractor (or leader in case of a joint tender) the time limits to submit additional information or corrections or a new version of the documents or deliverables if the contracting authority requires it.

Suspension takes effect on the date the contracting authority sends the *notification*. The remaining payment period resumes 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. Where the suspension period exceeds two months, the contractor (or leader in the case of a joint tender) may request the contracting authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph of this Article and the new document produced is also rejected, the contracting authority reserves the right to terminate the contract in accordance with Article II.18.1(c).

II.21.8. Interest on late payment

On expiry of the payment periods specified in Article I.5, the contractor (or leader in the case of a joint tender) is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in euros (the reference rate) plus eight points. The reference rate is the rate in force, as published in the C series of the *Official Journal of the European Union*, on the first day of the month in which the payment period ends.

Suspension of the payment period as provided for in Article II.21.7 is not considered as giving rise to late payment.

Interest on late payment covers the period running from the day following the due date for payment up to and including the date of payment as defined in Article II.21.1.

However, when the calculated interest is EUR 200 or less, it must be paid to the contractor (or leader in the case of a joint tender) only if it requests it within two months of receiving late payment.

II.22. REIMBURSEMENTS

II.22.1 If provided for in the special conditions or in the tender specifications, the contracting authority must reimburse expenses directly connected with the provision of the services either when the contractor provides it with supporting documents or on the basis of flat rates.

II.22.2 The contracting authority reimburses travel and subsistence expenses on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

II.22.3 The contracting authority reimburses travel expenses as follows:

(a) travel by air: up to the maximum cost of an economy class ticket at the time of the reservation;

(b) travel by boat or rail: up to the maximum cost of a first class ticket;

(c) travel by car: at the rate of one first class rail ticket for the same journey and on the same day;

In addition, the contracting authority reimburses travel outside Union territory if it has given its prior written approval for the expenses.

II.22.4 The contracting authority reimburses subsistence expenses on the basis of a daily subsistence allowance as follows:

(a) for journeys of less than 200 km for a return trip, no subsistence allowance is payable;

(b) the daily subsistence allowance is payable only on receipt of supporting documents proving that the person concerned was present at the destination;

(c) the daily subsistence allowance takes the form of a flat-rate payment to cover all subsistence expenses, including meals, local transport including transport to and from the airport or station, insurance and sundries;

(d) the daily subsistence allowance is reimbursed at the flat rates specified in Article I.4.3;

(e) accommodation is reimbursed on receipt of supporting documents proving the necessary overnight stay at the destination, up to the flat-rate ceilings specified in Article I.4.3.

II.22.5 The contracting authority reimburses the cost of shipment of equipment or unaccompanied luggage if it has given prior written approval for the expense.

II.23. RECOVERY

II.23.1 If an amount is to be recovered under the terms of the contract, the contractor must repay the contracting authority the amount in question.

II.23.2. Recovery procedure

Before recovery, the contracting authority must *formally notify* the contractor of its intention to recover the amount it claims, specifying the amount due and the reasons for recovery and inviting the contractor to make any observations within 30 days of receipt.

If no observations have been submitted or if, despite the observations submitted, the contracting authority decides to pursue the recovery procedure, it must confirm recovery by *formally notifying* a debit note to the contractor, specifying the date of payment. The contractor must pay in accordance with the provisions specified in the debit note.

If the contractor does not pay by the due date, the contracting authority may, after informing the contractor in writing, recover the amounts due:

(a) by offsetting them against any amounts owed to the contractor by the Union or by the European Atomic Energy Community or by an executive agency when it implements the Union budget;

(b) by calling in a financial guarantee if the contractor has submitted one to the contracting authority;

(c) by taking legal action.

II.23.3. Interest on late payment

If the contractor does not honour the obligation to pay the amount due by the date set by the contracting authority in the debit note, the amount due bears interest at the rate indicated in Article II.21.8. Interest on late payments will cover the period starting on the day after the due date for payment and ending on the date when the contracting authority receives the full amount owed.

Any partial payment is first entered against charges and interest on late payment and then against the principal amount.

II.23.4. Recovery rules in the case of joint tender

If the contract is signed by a group (joint tender), the group is jointly and severally liable under the conditions set out in Article II.6 (liability). The contracting authority shall send the debit note first to the leader of the group.

If the leader does not pay by the due date the whole amount, and if the amount due cannot be offset or can only be offset partially in accordance with Article II.23.2 (a), then the contracting authority may claim the amount still due to any other member or members of the group by respectively *notifying* them with a debit note in conformity with the provisions laid down in Article II.23.2.

II.24. CHECKS AND AUDITS

II.24.1 The Contracting authority and/or the European Anti-Fraud Office (OLAF) may check or require an audit on the performance of the contract themselves, or authorise any outside body to do so on their behalf.

Such checks and audits may be initiated at any moment during the *performance of the contract* and up to five years starting from the payment of the balance.

The audit procedure is initiated on the date of receipt of the relevant letter sent by the contracting authority. Audits are carried out on a confidential basis.

II.24.2 The contractor must keep all original documents stored on any appropriate medium, including digitised originals if authorised under national law, for a period of five years starting from the payment of the balance.

II.24.3 The contractor must grant the contracting authority's staff and outside *personnel* authorised by the contracting authority 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 contractor must 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.

II.24.4 On the basis of the findings made during the audit, a provisional report is drawn up. The contracting authority or its authorised representative must send it to the contractor, who has 30 days following the date of receipt to submit observations. The contractor must receive the final report within 60 days following the expiry of that deadline to submit observations.

On the basis of the final audit findings, the contracting authority may recover all or part of the payments made in accordance with Article II.23 and may take any other measure which it considers necessary.

II.24.5 In accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection 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 the Council of 11 September 2013 concerning investigation conducted by the European Anti-Fraud Office , the European Anti-Fraud Office may carry out investigations, including on-the-spot checks and inspections, to establish whether there has been *fraud*, corruption or any other illegal activity under the contract affecting the financial interests of the Union. Findings arising from an investigation may lead to criminal prosecution under national law.

The investigations may be carried out at any moment during the provision of the services and up to five years starting from the payment of the balance.

II.24.6 The Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/1939[11] ('the EPPO') have the same rights as the contracting authority, particularly right of access, for the purpose of checks, audits and investigations.

[11] Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office

EUROPEAN COMMISSION
DIRECTORATE-GENERAL INFORMATICS

Directorate A – Strategy & Resources
DIGIT A3 – ICT Procurement & Contracts

GENERAL TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGIES CONTRACTS

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1. COMMON PROVISIONS

1 Definitions

1.1.1. For the purpose of the Contract, the following definitions apply:

"Acceptance Document": Document signed by the Contracting Authority, evidencing conformity of the delivered Products or Deliverables. The Acceptance Document can take the form of a certificate of conformity, a task acceptance form or any other document that, in accordance with the terms of the Contract, is used to evidence conformity of the Products and/or the Deliverables.

"Adaptive Maintenance": All operations as detailed in the Contract undertaken to modify a Product in order to ensure its continued functioning, in normal operating condition, in a changed or changing environment without changing its functionalities.

"Basic Maintenance Level": maintenance level as defined in Article 1.13.1.5.

"Cloud Services": Services which enable ubiquitous, scalable, convenient, on-demand network access to a shared elastic pool of configurable physical or virtual resources (such as networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or Contractor interaction.

"Commissioned Software": Software developed by the Contractor for the Contracting Authority under the Contract.

"Commissioning Date": Date on which a Product is deemed to be brought into the service of the Contracting Authority.

"Contract": All contractual documents (for example, direct contract or framework contract with specific contract or order form, annexes to those documents), including these General Terms and Conditions for Information Technologies Contracts, relating to the relationship between the Contracting Authority and the Contractor formed therein.

Any reference to the Contract should be understood as a reference to any of the remaining contractual documents constituting the Contract, which may include, without being limited to, direct contract, framework contract, specific contract, order form, service level agreement, and tender specifications.

In case of framework contracts, any reference to Notification, suspension or termination of the Contract should be understood as reference to Notification, suspension or termination of the framework contract, specific contract and/or order form, as required by the context.

"Contracting Authority's Staff": Staff of the Contracting Authority, whether governed by Regulation No 31 (EEC), 11 (EAEC), which sets out the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Economic Community and the European Atomic

Energy Community, or otherwise employed or hired by the Contracting Authority.

"Corrective Maintenance": All operations undertaken to detect, isolate and rectify any default, defect, deficiency, malfunctioning or nonconformity in order to restore a failed Product to normal operating condition, or to replace it.

"Critical Maintenance Level": Maintenance level as defined in Article 1.13.1.7.

"Customised Documentation": Documentation at least partly prepared specifically for the needs of the Contracting Authority.

Documentation relating to Commissioned Software shall always be considered as Customised Documentation.

"Deliverable": Result defined in the Contract which must be produced by the Contractor in accordance with the terms of the Contract in the context of the provision of the Services.

"Delivery Date": Date agreed between the Parties on which a Product, Deliverable or Service is to be delivered or provided to the Contracting Authority.

"Delivery Lead Time": Period, starting at the date of receipt of the signed direct contract, or specific contract or order form under a framework contract, by the Contractor, before the end of which a Product, Deliverable or Service must be delivered or provided to the Contracting Authority.

"Delivery Note": Note in writing which contains the particulars of the delivered Products (including Contract reference(s) and date(s), ordering entity and address, Delivery Lead Time, Delivery Date, actual delivery date, and particulars of delivered Products and their quantities) or Deliverables (including Contract reference(s) and date(s), ordering entity and address, Delivery Date, actual delivery date, and particulars of the delivered Deliverables), to be provided by the Contractor or its carrier along with the delivered Products or Deliverables. The Delivery Note can take the form of a consignment note or any other document that, in accordance with the terms of the Contract, is used to evidence the delivery of the Products and/or Deliverables.

"Documentation": Instructions and manuals relating to the Product(s) and/or Service(s), whether intended for support/technical staff or for end-users, and whether provided in printed or in electronic form.

Documentation can be either Standard Documentation or Customised Documentation.

"Electronic Communications Services": Services provided via transmission systems and/or switching or routing equipment and other resources, which permit the conveyance of signals by wire, radio, optical or other electromagnetic means, irrespective of the type of information conveyed. Electronic communications services include but are not limited to internet

access services, interpersonal communications services, and services consisting wholly or mainly in the conveyance of signals.

“Escrow Agent”: The third party providing the safekeeping facilities specified in the Escrow Rider.

“Escrow Assets”: A copy of the initial version and of each New Version or New Release of the Licensed Software Product, including its Source Code, and their respective Documentation, including the explanations which are required to allow a skilled professional to understand and modify the Source Code.

“Escrow Rider”: Agreement between the Contracting Authority, the Contractor and a third party, under which third party provides safekeeping facilities for the Escrow Assets relating to a Licensed Software Product covered by the Contract.

“Evolutive Maintenance”: All operations as detailed in the Contract undertaken to enhance the functionalities of a Product, including but not limited to adding additional functionalities or replacing existing functionalities with other functionalities, in order to increase the Product's performance even in the absence of faults, deficiency, malfunctioning or nonconformity.

"Force Majeure": Any unforeseeable or exceptional situation or event beyond the control of the Parties that prevents either of them from fulfilling any of their obligations under the Contract. The situation or event may not be attributable to error or negligence on the part of the Parties or on the part of any subcontractors, and must prove to be inevitable despite their exercising due diligence. Defaults, defects in equipment or material or delays in making them available, labour disputes, strikes and financial difficulties may not be invoked as Force Majeure, unless they stem directly from a relevant case of Force Majeure.

“Hardware”: Any tangible asset resulting from a manufacturing process and consisting of computer, media, electronic communications or other electronic equipment, whether or not it embeds Software, as well as all accessories related to such equipment.

“Infrastructure as a Service" or “IaaS”: Cloud Service that provides the capability to the Contracting Authority to provision processing, storage, networks, and other fundamental computing resources where the Contracting Authority (i) is able to deploy and run arbitrary software, which can include operating systems and applications; and (ii) does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications, and possibly limited control of select networking components (such as host firewalls).

“Initial Vendor”: Person who exploits a Product or a Service, which is to be provided under the Contract, under its trademark or sign, or under the trademark or sign of one of its related companies.

“Installation Date”: Date on which the On-site Installation will be performed by or on behalf of the Contractor.

“Installation Lead Time”: Period, starting at the date of the Notification made by the Contracting Authority in application of Article 2.3.2.4, before the end of which a Hardware Product must be successfully installed.

“Internal Use”: Use, including via on-line remote access from outside the premises of the Contracting Authority, by Contracting Authority's Staff or by other persons acting in fulfilment of a direct or indirect contractual obligation towards the Contracting Authority, be it as a contractor, a subcontractor or personnel of such (sub)contractor, within the context of the fulfilment of their mission for the Contracting Authority.

“Key Performance Indicators”: Measurable targets serving as a reference to determine the level of performance of the Services to be provided by the Contractor, as determined in the Contract.

“Licensed Software Product”: Software of which intellectual property rights are held by the Contractor or a third party, whether customised or not to meet the Contracting Authority's specific requirements, and licensed to the Contracting Authority under the Contract.

“Machine Data”: Data generated and/or collected by or through Hardware Products (including any embedded Software), Licensed Software Products, Commissioned Software, or any Hardware or Software put at the disposal of the Contracting Authority in the framework of the Services.

Machine Data may include personal data, as defined in Regulation 2018/1725, and non-personal data.

“Maintenance”: Corrective Maintenance, Preventive Maintenance, Adaptive Maintenance and Evolutive Maintenance, either alone or in combination with each other.

“Major Defect”: Defect and/or error in a Commissioned Software which prevents or severely hinders the performance of such Commissioned Software's intended functions as described in the Contract.

“Moderate Defect”: Defect and/or error in a Commissioned Software, other than a Major Defect, which hinders the performance of such Commissioned Software's intended functions as described in the Contract.

“New Release”: Revision of an existing version of Software, usually amending the reference to the Software’s version from for example version 0.1 to version 0.2.

“New Version”: New version of Software, usually amending the reference to the Software’s version from for example version 0.1 to version 1.1.

“Normal Working Days”: Monday to Friday inclusive, except for public holidays for the institutions of the European Union held in the place of delivery of the Products or provision of the Services, as published in the Official Journal of the European Union.

“Normal Working Hours”: 7 a.m. to 8 p.m. on Normal Working Days.

"Notification" or "Notify": Any form of communication between the Parties made in writing, including by electronic means.

"Notification of Default": Notification by the Contracting Authority to the Contractor of a default in a delivered Product or Deliverable, preventing its conformity with the Contract.

"On-site Installation": On-site operations, carried out on behalf of the Contractor at the place where a delivered Hardware Product will be used, including the assembly and configuration of such Hardware Product, required to make it operational and/or to bring it into service.

"Person-day": Eight (8) hours.

"Personnel": Persons employed directly or indirectly or contracted by the Contractor to implement the Contract.

"Platform as a Service" or "PaaS": Cloud Service that provides the capability to the Contracting Authority to deploy, manage and run onto the cloud infrastructure applications created or acquired by the Contracting Authority using one or more programming languages, libraries, services, execution environments and tools supported by the Contractor. The Contracting Authority does not manage or control the underlying cloud infrastructure including the network, servers, operating systems, or storage, but has control over the deployed applications and possible configuration settings for the application-hosting environment.

"Preventive Maintenance": All operations as detailed in the Contract undertaken to prevent faults, deficiencies, malfunctioning or nonconformities from occurring, or to prevent them from developing into major defects, and to maintain the Product in normal operating condition. Preventive Maintenance includes but is not limited to systematic inspection, tests, measurements, adjustments, correction, parts replacement, and cleaning.

"Product": Product as described in the Contract, consisting of one or more tangible or intangible asset(s) resulting from a manufacturing or development process.

Products include Hardware Products, Licensed Software Products and, as of delivery to the Contracting Authority, Commissioned Software, or parts thereof.

Hardware Products and Licensed Software Products are considered as supplies when the latter term is used in the Contract.

"Security Incident": Any event having or threatening to have an adverse effect on the security of network and information systems, including but not limited to a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to data, including but not limited to personal data, transmitted, stored or otherwise processed.

"Service Levels": the level of performance of the Services to be provided by the Contractor

"Services": Services as described in the Contract, involving the application of business and technical expertise to enable the Contracting Authority in the creation, management and optimisation of or access to information and business processes.

By default, Services include all Deliverables that are not Products.

"Software": Any intangible asset resulting from a development process and consisting of a computer program or a part thereof.

"Software as a Service" or "SaaS": Cloud Service that provides the capability to the Contracting Authority to use applications provided by the Contractor running on a cloud infrastructure. The applications are accessible from various devices of the Contracting Authority through either an interface, such as a web browser or a program interface. The Contracting Authority does not manage or control the underlying cloud infrastructure including the network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

"Source Code": The code of Software, including the associated control statements required for operation, maintenance and use of such code, each in programmer-readable form.

"Standard Documentation": Any Documentation which is not specifically adapted to the needs of the Contracting Authority.

"Standard Maintenance Level": Maintenance level as defined in Article 1.13.1.6.

"Support Services": All standalone or ancillary support, assistance, planning, maintenance, training, consulting, managing, auditing and/or integration Services related to information technology, as further described in the Contract.

"EU Protected Material": Software or other protected material for which the intellectual property rights are the property of the Contracting Authority, or which have been licensed to the Contracting Authority by third parties. EU Protected Material also includes data for which the Contracting Authority or another EU institution, body or agency determines the purposes and means of the processing, with the exception of Machine Data.

1.1.2. For the purpose of these General Terms and Conditions for Information Technologies Contracts, capitalised terms which are not defined in Article 1.1 shall have the meaning as defined in the other contractual documents which are part of the Contract.

1.1.3. For the purpose of these General Terms and Conditions for Information Technologies Contracts, the term "**Contracting Authority**" shall be understood as the legal person(s) constituting the contracting authority, as defined in the other parts of the Contract, or of which such contracting authority is part.

2 Compliance and Design

1.2.1. The Contractor shall comply with applicable laws, including but not limited to laws in relation to privacy and data protection, (data) security, environmental protection and sustainability, and incident detection and handling, as amended from time to time and interpreted by competent authorities.

1.2.2. The Contractor shall comply with fundamental ethical rules and principles recognised at EU and international level.

1.2.3. The Contractor shall perform its obligations under the Contract in such a way as to enable the Contracting Authority to comply with the laws applicable to it, including but not limited to Regulation 2018/1725[1], as amended from time to time and interpreted by competent authorities.

1.2.4. The Contractor shall ensure that the Products or Services are designed, developed and provided in compliance with applicable laws. In case of improvements or updates necessary to accommodate the application of any new applicable laws, the Contractor shall ensure that the Products or Services are improved or updated, at no extra cost to the Contracting Authority. The Contractor shall document in an internal file all measures taken to comply and demonstrate compliance with this Article 1.2 and shall make such file available to the Contracting Authority upon the latter's first request, notably for the purpose of checks and audits.

1.2.5. Any existing or new legislation applicable to the Contractor preventing it from fulfilling the instructions received from the Contracting Authority and the obligations provided under the Contract shall promptly be Notified by the Contractor to the Contracting Authority as soon as the Contractor is aware of the legislation, even before its entry into force. In such event the Contracting Authority shall be entitled to amend its instructions, or suspend, or terminate the Contract.

1.2.6. The Contractor shall protect and indemnify the Contracting Authority against all third party claims or actions alleging a breach of any third party rights and/or infringement of any applicable law, resulting from the provision by the Contractor and/or use by the Contracting Authority of the Products and Services under the Contract.

1.2.7. The Contracting Authority reserves the right to conduct its own defence or to negotiate its own settlement, at its own discretion. In such case, the Contractor shall be liable for all reasonable legal expenses, including lawyers and experts fees. Upon first demand of the Contracting Authority, the Contractor shall, at its own and sole expense, voluntarily intervene in any pending litigation resulting from the provision by the Contractor and/or use by the Contracting Authority of the Products and Services under the Contract.

[1] Regulation (EU) 2018/1725 of the European Parliament and of the Council 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.

1.2.8. The Contractor shall be liable for any claim or payment arising out of any judgment, ruling or settlement relating to third party claims or actions alleging a breach of any third party rights and/or infringement of any applicable law, resulting from the provision by the Contractor and/or use by the Contracting Authority of the Products and Services under the Contract, except for the payment of a settlement made by the Contracting Authority without the Contractor's written consent. Such consent shall not be unreasonably withheld, conditioned or delayed.

1.2.9. The Contractor shall hold the Contracting Authority harmless from and against any damages suffered by the Contracting Authority caused by a breach of this Article 1.2.

3 Service provision modes

1.3.1. *General*

1.3.1.1. Services shall be provided either at a fixed price, on a time-and-means or proximity time-and-means basis, or on a quoted time-and-means basis.

1.3.1.2. Service prices shall be defined at a fixed price or by Person-day, and shall include all general expenses and expenses directly connected with the provision of the Services such as company management costs, social security costs and travel and office expenses.

1.3.1.3. Services provided within the premises of the Contracting Authority shall be provided on Normal Working Days, during Normal Working Hours, except when agreed otherwise.

1.3.2. *Fixed-price mode*

1.3.2.1. Services shall be provided at a fixed price when the Parties agree that an overall sum is to be paid following express acceptance of the work by the Contracting Authority.

1.3.2.2. The Services provided at a fixed price shall be undertaken by the Contractor in accordance with the specifications set out in the Contract. The specifications shall comprise in particular a description of the work, the timetable, reports, standards, reference manuals and details of any results and/or Deliverables required.

1.3.3. *Time-and-means and proximity time-and-means mode*

1.3.3.1. Services shall be provided on a time-and-means or proximity time-and-means basis when the Contract provides that a specified sum, based on the price by Person-day, in return for the provision of the means to perform the Services for a determined period of time.

1.3.3.2. Services provided on a time-and-means basis shall be performed on the Contracting Authority's premises indicated in the Contract.

1.3.3.3. Services provided on a proximity time-and-means basis shall be performed outside the Contracting Authority's premises, but within an operational distance from the Contracting Authority's premises indicated in the Contract allowing close work contacts between the Contracting Authority and the Contractor or its Personnel performing the Services. The Contracting Authority may request on short notice the presence of Contractor or its Personnel on the Contracting Authority's premises indicated in the Contract or request that part of the Services are performed on these premises.

1.3.3.4. The Contract relating to Services provided on a time-and-means basis or proximity time-and-means basis shall state the purpose for the provision of the Services, which may involve an obligation for the Contractor to achieve a specific result and/or the definition of indicative milestones, whether or not in the form of intermediary Deliverables, to be achieved to the extent possible.

1.3.3.5. At the request of the Contracting Authority, the Contractor shall supply all the necessary personal information regarding the Personnel providing the

Services.

1.3.3.6. The Contractor or its Personnel shall record the time worked for each day that Services are provided. These records shall be set up in the manner defined by the Contracting Authority's technical contact person named in the Contract. Except when agreed otherwise, at the end of each month, the Contractor or its Personnel shall complete and sign the attendance sheet proposed by the Contracting Authority and forward it to the Contracting Authority's technical contact person who shall be in charge of checking the consistency between the daily records and the monthly attendance sheet.

1.3.4. *Quoted time-and-means mode*

1.3.4.1. Services shall be provided on a quoted time-and-means basis when the Parties agree in the Contract that a specified daily sum is to be paid in return for the provision of the means to perform the Services, with a maximum number of chargeable days for each identified Deliverable.

1.3.4.2. Services provided on a quoted time-and-means will be ordered for a total number of days and will be divided into various Deliverables.

1.3.4.3. The Contracting Authority will Notify the Contractor of a detailed description of each Deliverable. The Contractor will then Notify the Contracting Authority of an estimate of the number of days needed to achieve the Deliverable and the expected Delivery Date.

1.3.4.4. Once the estimate has been accepted by the Contracting Authority, only the number of days indicated in the estimate will be chargeable.

1.3.4.5. The invoicing will be carried out on the basis of each Deliverable accepted by the Contracting Authority pursuant to the procedure described in Article 1.3.5.

1.3.5. *Deliverables in the context of the provision of Services*

1.3.5.1. Each delivery of a Deliverable shall be accompanied by the Notification of a Delivery Note to the Contracting Authority. The Contracting Authority shall Notify the Contractor of an acknowledgment of receipt of the Delivery Note within [two (2) Normal Working Days]. Acknowledgment of receipt of the Delivery Note by the Contracting Authority is simply an acknowledgment of the fact that that the delivery took place and in no way implies conformity of the Deliverable with the Contract.

1.3.5.2. Each Deliverable shall be subject to acceptance by the Contracting Authority, in order to ensure conformity with the Contract. The acceptance period shall run up to [sixty (60) Normal Working Days] from the date of acknowledgement of receipt of the Delivery Note by the Contracting Authority.

1.3.5.3. During the acceptance period, the Contracting Authority shall Notify the Contractor of any defaults in the Deliverable preventing its conformity with the Contract. As from the date of such Notification of Default, the acceptance period shall be interrupted. A new acceptance period of [sixty (60) Normal Working Days] shall commence on the date on which the Contractor Notifies the Contracting Authority that the default has been remedied.

1.3.5.4. At the latest upon the expiration of the acceptance period, acceptance of a Deliverable shall be recorded in an Acceptance Document, which at the minimum shall indicate the detailed nature of the accepted Deliverable and the reference number of the Contract(s) concerned. The Contracting Authority shall Notify the Contractor of the Acceptance Document upon acceptance.

1.3.6. *Availability of Personnel*

1.3.6.1. The Contractor shall assign an adequate number of Personnel with the appropriate qualification to perform the Services.

1.3.6.2. All Personnel performing the Services shall be assigned to perform the Services on such basis as needed to ensure that the Services contemplated in the Contract are provided in an efficient and timely manner.

1.3.6.3. The Contractor shall not undertake any action with respect to any Personnel performing the Services that would result in the alteration or reduction of the time spent by such Personnel in performance of the Contractor's duties under the Contract.

1.3.6.4. If any one of the Personnel performing the Services becomes unavailable, the Contractor shall ensure that an appropriate solution is arranged, which may entail but is not limited to the replacement of such person with someone who is at least as well qualified as the person being replaced.

1.3.6.5. The Contractor shall use best efforts to organise a suitable handover and where possible a period of adjustment where both the replacement and original person will work side-by-side for training purposes and transfer of relevant information. The costs of this handover and/or period of adjustment shall be borne by the Contractor.

1.3.6.6. In the case of a time-and-means Contract and for all tasks with a low degree of substitutability, for example project co-ordination, studies and development:

- the Contractor shall ensure that a member of the Personnel is changed only in the event of Force Majeure or in the event of termination of the contractual relationship with that member of the Personnel;

- the Contracting Authority must be Notified in advance of any such Personnel change;

- the Contracting Authority reserves the right to refuse the replacement Personnel;

- the Contractor agrees to organise these Personnel changes at no extra cost to the Contracting Authority.

1.3.6.7. The Contractor shall not under any circumstance be able to plead a change of Personnel as a reason for not meeting any of its obligations, in particular with regard to deadlines and quality.

1.3.7. *Competencies of Personnel*

1.3.7.1. The Personnel shall be appropriately educated, trained, fully qualified and available for the Services they are to perform, and shall have specific health, regulatory, environment, security or safety-related expertise where this is relevant to perform tasks in the work areas requiring such expertise.

1.3.7.2. The Personnel shall be adequately familiar with the Contracting Authority's environment or requirements in order to perform the Services.

1.3.7.3. Whenever the Contractor indicates that a member of its Personnel has a specific level of experience, expertise or qualification, the Contractor warrants that such person in fact possesses such experience and expertise.

1.3.7.4. Except as otherwise expressly set forth in the Contract, the Contractor shall provide to the Personnel the adequate continuous education and training throughout the term of the Contract.

4 Service Levels, Quality and Standards

1.4.1. *Service Levels*

1.4.1.1. The Service Levels as well as the methods of measuring the performance against such Service Levels are defined in the Contract, usually by reference to Key Performance Indicators.

1.4.1.2. The Contractor shall provide all Services in accordance with the Service Levels and in any event with a level of accuracy, quality, completeness, responsiveness and efficiency that at least meets or exceeds the Service Levels.

1.4.1.3. The Contractor shall provide to the Contracting Authority reports on the Contractor's compliance with the Service Levels on a periodic basis as agreed between the Parties in the Contract.

1.4.1.4. Where relevant and to the extent defined in the Contract, if the Contractor fails to fulfil its obligations under the Contract, including the Service Levels, the Contractor shall make available to the Contracting Authority an equivalent replacement solution. The cost of such equivalent solution shall be borne by the Contractor, unless the latter can demonstrate that the failure is attributable to the Contracting Authority. The Contract shall determine the consequences in the event that the Contractor does not or cannot provide an equivalent solution or continues to fail to meet the Service Levels. Such consequences may include, but are not limited to, the implementation of an improvement plan, termination of the Contract, or the application of liquidated damages.

1.4.2. *Quality management and assurance*

1.4.2.1. The Contractor shall provide the Products and/or Services and perform the Contract in accordance with the state of the art, technical norms, standards and procedures based on best professional practice.

1.4.2.2. Any Product and/or Service provided under the Contract shall be demonstrated by the Contractor, at its expense, to conform to the technical specifications sent to the Contractor as part of the invitation to tender or specific request pursuant to which the Contract has been entered into.

5 Cooperation

1.5.1. The Contractor agrees to cooperate with other suppliers of the Contracting Authority to ensure that the Products or Services work with those of other suppliers. It agrees to attend meetings called by the Contracting Authority for that purpose.

1.5.2. The Contracting Authority and the Contractor shall cooperate and exchange all data and information necessary and useful for the Contractor to provide the Products and Services under the Contract.

1.5.3. Throughout the term of the Contract, the Parties shall maintain the required level of information and make it available to the other Party for the purpose of providing the Products and Services. The updating of information shall not give rise to any payment.

1.5.4. The Contractor shall assist and advise the Contracting Authority on the use of the Products and Services provided under the Contract.

1.5.5. The Contracting Authority and the Contractor shall Notify each other of any factor likely to impair or delay the proper execution of the Contract.

6 Integration and Compatibility

1.6.1. The Contractor shall ensure and guarantee that the Products and Services are developed and provided and that the Contract is performed in full knowledge and consideration of the Contracting Authority's evolving multi-manufacturer information technology environment, architecture and physical premises.

1.6.2. The Contractor shall be responsible for Product integration as regards its inclusion in the Contract, its operation in the Contracting Authority's environment and the prompt and appropriate introduction of New Versions.

1.6.3. The Contractor must perform its obligations under the Contract in such a way as to ensure that the Contracting Authority may add or connect to its information technology environment compatible products or services of any origin.

1.6.4. Where it has been agreed between the Parties that interfaces need to be implemented, the Contractor shall not modify such interfaces without the Contracting Authority's written agreement, which shall not be unreasonably withheld.

1.6.5. Even if a Product or Service is approved by the Contracting Authority, any incompatibility with previous Products or Services that becomes apparent in the course of its use shall be resolved by the Contractor as swiftly as possible and at no cost to the Contracting Authority.

7 Product Use and Life

N/A

8 Change and replacement management

1.8.1. Unless otherwise agreed between the Parties in writing, either Party may, at any time during the duration of the Contract, Notify a request to the other Party to change Products and/or Services originally provided under the Contract, or to replace them with products or services of similar nature. The Contractor shall not be entitled to change or replace Products and/or Services without prior explicit approval from the Contracting Authority in accordance with this Article 1.8.

1.8.2. Following a change or replacement request in accordance with Article 1.8.1, the Contractor shall make a change or replacement proposal, which shall at the minimum mention the specification of the proposed changed or replacement products or services, and the price of the changed or replacement products or services.

1.8.3. Any change or replacement in accordance with Article 1.7.2 or this Article 1.8 is subject to the following conditions:

- the changed or replacement products or services can function in the same operational environment as the originally provided Products or Services, with no loss of performance or IT security requirements degradation for the Contracting Authority;

- the changed or replacement products or services shall comply with the technical specifications and the minimum requirements defined in the Contract;

- the change or replacement must not, directly or indirectly, cause a reduction of the functionalities or characteristics of the originally provided Products or Services;

- the change or replacement must not entail any additional cost to the Contracting Authority;

- the price of the changed or replacement products or services shall not be higher than the price of the originally provided Products or Services;

- unless the originally provided Products are declared end-of-life and will therefore no longer be manufactured, provided or supported, the Contractor shall specifically demonstrate that the change or replacement will be beneficial to the Contracting Authority.

1.8.4. In the event the request to change or replace Products and/or Services is made by the Contracting Authority and that the Contractor is unable or unwilling to make a change or replacement proposal, the Contractor shall provide without undue delay a justification for the Contracting Authority to assess.

1.8.5. The Contracting Authority shall, at its own discretion, approve or refuse any change or replacement proposal or justification provided in accordance with

Article 1.8.4. The Contracting Authority shall Notify the Contractor of its decision.

1.8.6. Upon request of the Contracting Authority, the Contractor shall provide the Contracting Authority with all necessary information, including but not limited to demonstration Hardware devices, Software trials, price justification, demonstrations, and documentation, required by it to take a decision about whether or not to approve the change or replacement proposal.

1.8.7. In the event the Contractor has Notified a change or replacement in accordance with Article 1.7.2 or Article 1.8.1, the Contractor shall be liable for any expenses made to manage the change or replacement.

9 Data Protection

1.9.1. In addition to the obligations related to data protection in the Contract, including but not limited to the details of the personal data processing activities included in the Contract, the Contractor, acting as data processor or subprocessor, shall:

- not process personal data in any way or any form (including in the form of anonymous or anonymised personal data) on its own behalf or on behalf of third parties;
- not have or exercise any control over the purpose(s) of the processing of personal data;
- not independently take decisions regarding the use, the storage or the communication of personal data processed under the Contract, unless and to the extent determined in a data processing agreement or instructed by the controller or the Contracting Authority as the case may be;
- not perform or allow to be performed any processing (including but not limited to copying, printing, forwarding, enriching, modifying, etc.) of or with the personal data processed unless and to the extent necessary for the performance of the Contract, or as agreed in writing between the Parties;
- deal promptly and properly with all inquiries from the controller or the Contracting Authority as the case may be relating to the processing of the personal data by the Contractor;
- ensure that mechanisms are in place for secure logging of processing activities performed on personal data;
- assist the controller or the Contracting Authority as the case may be in any cooperation with the competent data protection authority(ies), including the European Data Protection Supervisor, in the performance of the tasks of the foregoing;
- inform without delay the controller or the Contracting Authority as the case may be of any request relating to the exercise of data subjects rights received directly from a data subject, and not reply to such request unless otherwise instructed by the controller or the Contracting Authority as the case may be;
- provide the controller or the Contracting Authority as the case may be with the necessary information, tools, and assistance to manage any request made by data subjects exercising their rights.

1.9.2. The Contractor shall not disclose any personal data processed on behalf of the Contracting Authority or the controller, actively or passively, intentionally or unintentionally, to any authorities, or legal or natural persons. The Contractor shall Notify the Contracting Authority of any legally binding request for disclosure made by any law enforcement authority, including from non-EU countries, promptly and without undue delay. The Contractor shall not give access or disclose the personal data unless authorised by the

Contracting Authority. To the greatest extent permitted under applicable law, the Contractor shall appeal any legally binding request to disclose the personal data.

1.9.3. If the Contractor subcontracts part(s) or all of the processing of personal data to a third party, it warrants that each third party, including subcontractors, is contractually subject to at least the same obligations as those the Contractor is subject to toward the Contracting Authority under this Contract. At the first request of the Contracting Authority, the Contractor shall provide the document(s) providing evidence of this warranty.

1.9.4. The Contractor may not transfer any personal data to a country outside the European Economic Area, unless the controller or the Contracting Authority as the case may be has given its prior written authorisation to such transfer and the country or the concerned organisation(s) the personal data is transferred to guarantees an adequate level of personal data protection as provided under Chapter V of Regulation 2016/679 and Chapter V of Regulation 2018/1725.

1.9.5. In case of termination of the contractual relationship between the Parties, or in the event that the Contractor is not entitled anymore to process personal data on behalf of the controller or the Contracting Authority as the case may be, the Contractor shall, at the choice of the controller or the Contracting Authority:

- Return all personal data in a structured and widely-used format, to the Contracting Authority or to any EU institution or third party selected by the Contracting Authority, within a period agreed upon between the Parties; or

- Delete effectively all personal data, and all copies and extracts thereof.

1.9.6. The Contractor shall ensure that the personal data is kept safe and secure until it has been returned or deleted.

1.9.7. In the event of deletion or return of personal data as requested by the Contracting Authority or the controller under this Contract, the Contractor shall deliver a statement certifying that:

- all personal data and all copies and extracts thereof have been fully and permanently deleted or returned from any hardware or storage media (including but not limited to USB stick, server, and backup copies);

- any files or data resulting from the personal data originally communicated by the controller or the Contracting Authority have also been fully and permanently deleted or returned from any hardware or storage media;

- any paper copy of the personal data and any document that contains the personal data has been deleted or returned; and

- any subcontractors have been requested to undertake the same measures and have certified in writing that the personal data has been deleted or returned.

1.9.8. The Contractor shall allow, contribute to and duly cooperate free of charge with audits by the controller or the Contracting Authority of its data processing activities, in accordance with the applicable data protection legislation, including but not limited to Regulation 2018/1725, as amended from time to time. The audit may be carried out by a third party selected by the controller or the Contracting Authority, in possession of the required professional qualifications and bound by a duty of confidentiality.

1.9.9. The Contractor acknowledges that the European Data Protection Supervisor has the right to conduct a visit, an audit or an inspection of the Contractor, and of any subcontractor, under the same conditions applicable to an audit of the controller or the Contracting Authority itself under the applicable data protection legislation, including but not limited to Regulation 2018/1725, as amended from time to time.

1.9.10. The Contractor and any subcontractor shall allow and contribute to audits of their data processing facilities, upon request of the controller or the Contracting Authority and/or of the European Data Protection Supervisor, as to the measures taken by the Contractor and/or subcontractors to comply with their obligations upon termination of the personal data processing activities.

1.9.11. In the event that the Contractor acts as a reseller for an Initial Vendor which will process personal data as data processor or subprocessor, the Contractor shall ensure that the Initial Vendor concludes a data processing agreement as required by Article 29 of Regulation 2018/1725 directly with the controller or the Contracting Authority as the case may be, and that all personal data protection requirements set out in the Contract are imposed upon the Initial Vendor. In any event, the Contractor shall indemnify the controller or the Contracting Authority for any damage and claims that may arise from the non-compliance by the Initial Vendor with such data processing agreement and/or the personal data protection requirements set out in the Contract.

1.9.12. Any deviation from or infringement of data protection obligations, including but not limited to the provisions of this Article 1.9, may be a ground for the Contracting Authority to terminate the Contract with immediate effect, without prejudice to possible damages.

10 Security and Security Incident Management

1.10.1. *Security*

1.10.1.1. When performing tasks for the Contracting Authority in execution of the Contract, the Contractor and its Personnel shall comply with the Contracting Authority's applicable security framework, as may be defined in the Contract. Where applicable, this may include but is not limited to the following documents, as amended and replaced from time to time:

- Commission Decision (EU, Euratom) 2017/46 of 10 January 2017 on the security of communication and information systems in the European Commission, its subsequent versions, its implementing rules (as adapted from time to time) and the corresponding security notices;

- Commission Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU classified information, as well as all its subsequent versions; and

- Commission Decision (EU, Euratom) 2015/443 of 13 March 2015 on Security in the Commission, as well as all its subsequent versions.

1.10.1.2. In addition, the Contractor shall ensure that an appropriate risk management process for ensuring that the confidentiality, integrity and availability of assets is in place and that all necessary and appropriate technical and organisational security measures have been implemented before commencing its tasks in execution of the Contract. The Contractor shall appropriately maintain such measures for the duration of the Contract and shall update the measures at regular intervals based on the state of the art and the evolving risks.

1.10.1.3. When determining the appropriate technical and organisational security measures, the Contractor shall notably take into account:

- the state of the art;

- the nature, scope, context and purposes of processing, including but not limited to collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of information and/or data; and

- the risks, including but not limited to those deriving from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to information and/or data transmitted, stored or otherwise processed.

1.10.1.4. Additional security requirements to be taken into account by the Contractor for each individual project shall be described in the Contract.

1.10.1.5. Contractors working in the Contracting Authority's premises must conform to any internal Contracting Authority security rules, where applicable including but not limited to the Commission’s Information Systems Security Policy,

which can be consulted online and consists of security standards applying to all European Commission information systems, including a set of downloadable standards and template documents.

1.10.1.6. If the Contractor's Personnel is working in Contracting Authority buildings, the Contractor is required, at the Contracting Authority's request, to replace immediately and without compensation any person considered undesirable by the Contracting Authority.

1.10.1.7. If during the performance of the tasks which are the subject of the Contract, the Contractor needs remote access to any communication and information system of the Contracting Authority or to information and/or data processed therein, the Parties shall conclude a specific agreement for remote intervention as an annex to the Contract and the Contractor shall ensure compliance with the Contracting Authority’s internal rules on practical and technical security for remote intervention.

1.10.1.8. The Contractor shall take all appropriate steps for each Product and Service to ensure that the data and/or information and the media upon which they are stored are safely preserved. The Products and Services supplied shall not contain any vulnerability which could compromise their availability, integrity or confidentiality or that of the Contracting Authority's evolving multi-manufacturer information technology environment, architecture and physical premises. Any cost arising as a consequence of such vulnerability, including but not limited to costs resulting from a loss of data, shall be borne by the Contractor.

1.10.1.9. The Contractor shall ensure that all security precautions for each Product or Service are clearly set out in the relevant Documentation supplied to the Contracting Authority.

1.10.2. *Security Incident management*

1.10.2.1. The Contractor shall implement the necessary organisational and technical measures and mechanisms to prevent, detect, and handle any Security Incident in an appropriate manner. The Contractor shall regularly re-assess and update the implemented measures and mechanisms in light of the state of the art and the risks, which may evolve over time in light of the evolution in the technologies relevant for the Contract.

1.10.2.2. In the event a Security Incident occurs or has occurred, the Contractor shall, irrespective of the level of risk, Notify the Contracting Authority thereof without undue delay and not later than 48 hours after becoming aware of the Incident, except in the event the Contractor is made aware by the Contracting Authority.

1.10.2.3. In the context of any Notification made in compliance with this Article 1.10 or upon the Contracting Authority's first request, the Contractor shall provide the Contracting Authority with at least the following information:

- Nature of the Security Incident including where possible, the categories and approximate number of data records concerned and, where applicable, the categories and approximate number of data subjects concerned;

- Exact date or period of the Security Incident as well as date and time of detection;

- Explanation on how the Security Incident was detected, its root cause and its likely and/or actual consequences; and

- Measures taken or proposed to be taken to address the Security Incident, including, where appropriate, measures to mitigate its possible adverse effects.

Further details on the content and format of the Notification may be defined in the Contract.

1.10.2.4. The Contractor shall use its best efforts to assist the Contracting Authority with the notification of the Security Incident to the competent authority(ies) and/or the data subject(s) where applicable.

1.10.2.5. In the event of a Security Incident, the Contractor shall take all measures necessary and appropriate to limit the negative impact of the Security Incident as much as possible (including but not limited to the provision of forensic assistance to the Contracting Authority) and to mitigate damages and it shall take upon itself payment of all damages and fines flowing from the Security Incident.

1.10.3. The Contractor shall document in an internal file all measures and mechanisms implemented to comply and demonstrate compliance with this Article 1.10 and shall make such file available to the Contracting Authority upon the latter's first request.

1.10.4. Any financial burden for complying with this Article 1.10 shall be at the charge of the Contractor.

1.10.5. The Contractor undertakes to impose the security and Security Incident management obligations of this Article 1.10 upon any of its subcontractors and their personnel who perform tasks for the Contracting Authority in execution of the Contract.

1.10.6. Non-compliance by the Contractor with the obligations laid down in this Article 1.10 shall be deemed to constitute gross negligence of the Contractor and the Contracting Authority shall be entitled to terminate the Contract and/or apply liquidated damages of an amount calculated in accordance with the terms of the Contract.

11 Audit by the Contractor

1.11.1. The Contractor acknowledges that the Contracting Authority is subject to, or should be interpreted as being subject to, certain privileges and immunities pursuant to Article 343 of the Treaty on the Functioning of the European Union and to Protocol No 7 to this Treaty. In the context of the Contract, the Contractor particularly acknowledges and accepts inviolability of the Contracting Authority's premises and buildings, including but not limited to its assets, as well as the inviolability of its archives, including the physical location and the location in the cloud of its data and services.

1.11.2. In view of the EU's supranational nature and its accompanying privileges and immunities, the Contractor shall not exert any right of inspection over the Contracting Authority's use of the Products or Services. In the event that the Contractor is not and does not include the right holder of the licence rights, the Contractor undertakes that said right holder will abide by this Article 1.11 as if the right holder was itself *mutatis mutandis* party to the Contract entered into between the Contractor and the Contracting Authority. The Contracting Authority may request proof of such agreement. In the absence of such proof, the Contractor shall be liable for any compensation requested by the right holder.

12 Intellectual property and related rights

1.12.1. *Results*

1.12.1.1. For the purpose of the Contract, the term "Result" as defined in the Contract shall include:

- Commissioned Software and/or any parts thereof;
- Customised Documentation;
- modifications brought to Licensed Software Products on request of the Contracting Authority;
- Source Code of Licensed Software Products, provided such Source Code is assigned or licensed to the Contracting Authority under the Contract;
- Machine Data;
- without prejudice to Article 1.12.1.2, any other intended outcome of the implementation of the Contract, whatever its form or nature.

In the event that the Contractor is not and does not include the holder of the intellectual property rights in the Results, the Contractor undertakes that said right holder will abide by this Article 1.12.1.1 and the provisions on intellectual property rights in the Contract as if that right holder was itself *mutatis mutandis* a party to the Contract entered into between the Contractor and the Contracting Authority.

1.12.1.2. Notwithstanding anything to the contrary contained in the Contract, the term "Result" as defined in the Contract shall not include:

- Hardware Products;
- Licensed Software Products, except for modification brought to Licensed Software Products on request of the Contracting Authority and any Source Code assigned or licensed to the Contracting Authority under the Contract;
- Standard Documentation.

1.12.1.3. Without prejudice to the provisions relating to intellectual property rights in the Contract, the Contractor warrants that, for any use that the Contracting Authority may envisage within the limits as set out in the Contract, any protected material delivered under the Contract which is not considered as a result for the purpose of the Contract is free of claims from right holders or in general from any third parties and all the necessary intellectual property rights have been cleared.

1.12.2. *Use, assignment, licensing and sublicensing of licensed rights*

1.12.2.1. The Contracting Authority shall be entitled to use the intellectual property rights under licence pursuant to the Contract for its Internal Use. Licences relating to a limited number of (named) users or devices may be freely

reassigned without any limitation to other (named) users or similar devices within the Contracting Authority.

1.12.2.2. The Contracting Authority shall be entitled to assign, license or sublicense all or part of the intellectual property rights under licence pursuant to the Contract to any other EU institution, agency or body, which shall in such event be entitled to use these rights under the same conditions as the Contracting Authority.

1.12.2.3. In the event that the Contractor is not and does not include the right holder of the intellectual property rights under licence, the Contractor undertakes that said right holder will abide by this Article 1.12.2 as if the right holder was itself *mutatis mutandis* a party to the Contract entered into between the Contractor and the Contracting Authority.

1.12.3. *Third Party Claims relating to the use of Products, Services, Documentation or other protected material delivered under the Contract*

1.12.3.1. Each Party shall Notify the other Party of the existence or threat of any third party claim or action alleging an infringement of its intellectual property rights and/or a non-authorised access to and/or processing of data by the Contracting Authority's use of any Product, Service, Documentation or other protected material delivered under the Contract.

1.12.3.2. In the event of such a dispute or threat of dispute, the Contractor shall promptly provide the Contracting Authority with all assistance requested to mitigate losses, settle the dispute or threat of dispute, enable, facilitate and/or accelerate the clearance of the disputed third party rights. Upon first request of the Contracting Authority, the Contractor shall, at its own and sole expense, voluntarily intervene in any pending litigation relating to the third party right.

1.12.3.3. The Contractor shall proactively Notify the Contracting Authority of any relevant element relating to the dispute or threat of dispute. Upon first request of the Contracting Authority, the Contractor shall, at its own and sole expense, provide the Contracting Authority with all useful and/or reasonable information and assistance in connection with the dispute or threat of dispute.

1.12.3.4. The Contracting Authority reserves the right to conduct its own defence or to negotiate its own settlement, at its own discretion. In such case, the Contractor shall be liable for all reasonable legal expenses, including lawyers and experts fees, incurred by the Contracting Authority in conducting its own defence or negotiating its own settlement.

1.12.3.5. The Contractor shall hold the Contracting Authority harmless from and against any damages suffered by such litigation or threat of litigation and the Contractor shall be liable for any claim or payment arising out of any judgment, ruling or settlement relating to the third party claim or action relating to third party rights, except for the payment of a settlement made by the Contracting Authority without the Contractor's written consent. Such consent may not be withheld without reasonable grounds. In case of refusal to give such consent, the Contractor shall be bound to submit an alternative reasonable and feasible solution which duly mitigates the losses incurred by the Contracting Authority.

1.12.3.6. If the infringement of a third party right is declared in a judgment, arbitration sentence or party settlement, or if such an event is likely to happen, the Contractor undertakes, at its own and sole cost, to either:

- modify the concerned Products, Services or Documentation in a way that would end the infringement to any third party rights;

- replace the concerned Products, Services or Documentation them with substantially equivalent non-infringing Products, Services or Documentation; or

- obtain any rights from the third party right holders required to allow the Contracting Authority to continue using the concerned Products, Services or Documentation as described in the Contract.

1.12.3.7. If the Contractor fails to remedy the infringement of the third party rights in application of Article 1.12.3.6, the Contracting Authority shall be entitled to take all necessary measures to remedy the infringement at the Contractor's expense.

1.12.3.8. Provided it is not possible to remedy the infringement, the Contracting Authority shall be entitled to terminate the Contract. Without prejudice of Article 1.12.3.6 and without prejudice to the right of the Contracting Authority to claim additional damages, the Contractor shall reimburse to the Contracting Authority the purchase, rental, leasing or licence price of any infringing Product and/or Documentation. The Contracting Authority may, at its own discretion decide to pursue the Contract limited to the use of the non-infringing parts of the Product, Service or Documentation. In the latter case, the Parties will determine in good faith the amount of the reimbursement to the Contracting Authority and/or an adapted price for the further deliveries, rental, leasing or licence of the Product, Service or Documentation.

1.12.3.9. The Contractor will not be responsible under the present guarantee for any third party claiming an infringement of its intellectual property rights based on:

- the Contracting Authority’s use of any Product or Service in combination with Hardware or Software not delivered by the Contractor, if such combined use is the only cause of the claimed infringement, and provided that the Contractor did not expressly or implicitly agree with such combined use, or

- the Contracting Authority’s use of any Product or Documentation in a form other than the one delivered by the Contractor, if such change in form is the only cause of the claimed infringement, and provided that the Contractor did not expressly or implicitly agree with such use in the other form.

1.12.4. *Use of EU Protected Material*

1.12.4.1. The Contracting Authority may authorise the Contractor to use identified EU Protected Material which the Contractor is likely to use in the execution of its obligations under the Contract.

1.12.4.2. The Contractor shall use the EU Protected Material only to the extent strictly necessary for the execution of the Contract.

1.12.4.3. The Contractor shall not copy any EU Protected Material without prior written authorisation from the Contracting Authority.

1.12.5. *Use of Machine Data*

1.12.5.1. Without prejudice to the personal data protection requirements set out in the Contract, including but not limited to Article 1.9, the Contracting Authority shall authorise the Contractor to collect and process Machine Data on a royalty-free and non-exclusive basis, within the limits as set out in this Article 1.12.5.

1.12.5.2. The authorisation to collect and process Machine Data is non-transferable and cannot be sub-licensed, except to subcontractors expressly authorised by the Contracting Authority, provided that such subcontractors adhere in writing to the limits and restrictions imposed on the Contractor in this Article 1.12.5.

1.12.5.3. The Contractor shall collect and process the Machine Data only to the extent required for the execution of the Contract, including where necessary because of:

- back-up precautions and disaster recovery services, as agreed in the Contract or as expected from a diligent professional;
- diagnostics services as agreed in the Contract, or as expected from a diligent professional; or
- pay-per-use or similar invoicing mechanisms.

1.12.5.4. For each category of Machine Data collected, the Contractor shall, prior to any collection, Notify the Contracting Authority of information relating to:

- the precise nature of the collected Machine Data;
- the event triggering the collection of the Machine Data;
- the collection process of the Machine Data;
- the intended processing and use of the Machine Data;
- the reason why this processing and use is required for the execution of the Contract;
- the role of each party involved in the collection, the processing or the use of the Machine Data.

1.12.5.5. The Contractor shall not share any Machine Data with third parties, except with subcontractors expressly authorised by the Contracting Authority and involved in the collection, the processing or the use of the Machine Data required for the execution of the Contract, and provided that such subcontractors adhere in writing to the limits and restrictions imposed to the Contractor in this Article 1.12.5.

1.12.5.6. In case of termination of the contractual relationship between the Parties, or in the event that the Contractor is not entitled anymore to process Machine Data, the Contractor shall, at the choice of the Contracting Authority:

- Return all Machine Data in a structured and widely-used format to the Contracting Authority or to any EU institution or third party selected by the Contracting Authority, within a period agreed upon between the Parties; or

- Delete effectively all Machine Data, and all copies and extracts thereof.

1.12.5.7. The Contractor shall be liable for any breach by its subcontractors of the limits and restrictions imposed to the Contractor in this Article 1.12.5.

1.12.5.8. The Contracting Authority shall be entitled to withdraw or restrict the authorisation to collect and process the Machine Data at any time.

1.12.6. *Third Party Claims relating to the use of EU Protected Material or Machine Data*

1.12.6.1. Each Party shall Notify the other Party without undue delay of the existence or threat of any third party claim or action alleging a breach of any third party rights, including intellectual property rights, resulting from the use by the Contractor of EU Protected Material or Machine Data, whether or not in contravention with Articles 1.12.4 and 1.12.5.

1.12.6.2. In the event of such a dispute or threat of dispute, the Contractor shall proactively Notify the Contracting Authority of any relevant element relating to the dispute or threat. Upon first request of the Contracting Authority, the Contractor shall, at its own and sole expense, provide Contracting Authority with all useful and/or reasonable information and assistance in connection with the dispute or threat of dispute.

1.12.6.3. The Contractor shall protect and indemnify the Contracting Authority against all third party claims or actions alleging a breach of any third party rights, including intellectual property rights, resulting from the use by the Contractor of EU Protected Material or Machine Data in contravention with Articles 1.12.4 and 1.12.5. However, the Contracting Authority reserves the right to conduct its own defence or to negotiate its own settlement, at its own discretion. In such case, the Contractor shall be liable for all reasonable legal expenses, including lawyers and experts fees, incurred by the Contracting Authority in conducting its own defence or negotiating its own settlement. Upon first demand of the Contracting Authority, the Contractor shall, at its own and sole expense, voluntarily intervene in any pending litigation resulting from the use by the Contractor of EU Protected Material or Machine Data in contravention with Articles 1.12.4 and 1.12.5.

1.12.6.4. The Contractor shall be liable for any claim or payment arising out of any judgment, ruling or settlement relating to the third party claim or action alleging a breach of any third party rights resulting from the use by the Contractor of EU Protected Material or Machine Data in contravention with Articles 1.12.4 and 1.12.5, except for the payment of a settlement made by the Contracting Authority without the Contractor's written consent (not unreasonably withheld).

1.12.6.5. The Contractor shall hold the Contracting Authority harmless from and against any damages suffered by the Contracting Authority caused by a breach of this Article 1.12.6.

13 Maintenance

N/A.

14 Documentation

1.14.1. *Standard Documentation*

1.14.1.1. The Contractor shall provide the Contracting Authority with the relevant Standard Documentation required for the appropriate and proper operation of the Products and Services, as well as with any update to such standard Documentation as soon as it becomes available to other customers.

1.14.1.2. The Standard Documentation and the updates thereto shall be made available to the Contracting Authority in a reproducible and machine-readable electronic format commonly used by the Contracting Authority.

1.14.1.3. Upon request of the Contracting Authority, the Contractor shall provide, at its expense, the Contracting Authority with paper copies of the Standard Documentation, including any update thereto.

1.14.1.4. The Standard Documentation and the updates thereto shall be available at least in English and, if provided in the Contract, in other language(s).

1.14.1.5. The Contracting Authority shall be entitled to reproduce the Contractor's Standard Documentation in full or in part, in electronic form or on paper, for any Internal Use. The Contracting Authority shall reproduce all references to intellectual property rights appearing on the originals.

1.14.1.6. The Contracting Authority shall be entitled to modify the Standard Documentation or to translate it to any official language of the European Union in which such Standard Documentation is not made available by the Contractor. The Contractor warrants that the creators of the Standard Documentation will not object to such modification or translation of the Standard Documentation on the basis of their moral rights under copyright. If moral rights on parts of the Results protected by copyright exist, the Contractor must obtain the consent of creators regarding the granting or waiver of the relevant moral rights in accordance with the applicable legal provisions and be ready to provide documentary evidence upon request. The modified or translated Standard Documentation may only be used by the Contracting Authority for Internal Use.

1.14.2. *Customised Documentation*

1.14.2.1. If, for any reason, no relevant Standard Documentation relating to the Products and/or Services exists, the Contractor shall, where relevant, prepare Customised Documentation in relation to these Products and/or Services.

1.14.2.2. The Contractor shall, if necessary, update the Customised Documentation for the maximum length of the Contract.

1.14.2.3. The Customised Documentation and the updates thereto shall be made available to the Contracting Authority in electronic form in the file format of a word processing Software used by the Contracting Authority and prepared so that they may easily be published on the Contracting Authority's intranet.

1.14.2.4. The Customised Documentation shall be available in, at least, English and, if provided in the Contract, in other language(s).

1.14.2.5. The Customised Documentation shall be intended for users, both experienced and inexperienced, and for the Contracting Authority's technicians or contractors who are responsible for support and maintenance. If intellectual property rights on Source Code are assigned or licensed to the Contracting Authority, the Customised Documentation shall include the explanations required to allow a skilled professional to understand and modify the Source Code.

1.14.2.6. Upon request of the Contracting Authority, the Contractor shall provide, at its expense, the Contracting Authority with copies on paper of the Standard Documentation, including any update thereto.

15 Identifiers

N/A.

16 Confidentiality

1.16.1. Notwithstanding any other provision of the Contract, any and all data, information and documents shared by the Contracting Authority with the Contractor, or otherwise as submitted by the Contracting Authority to the Contractor, or onto the Contractor's systems in the context of the Contract, including but not limited to EU Protected Material and Machine Data, shall be deemed confidential unless and until an explicit indication to the contrary is made in writing by the Contracting Authority.

1.16.2. The Contractor understands and acknowledges that the Contracting Authority is subject to transparency rules, including but not limited to those laid down in the Treaty on the Functioning of the European Union, which may require it to provide access to data, information or documents concerning or originating from the Contractor, notwithstanding that such data, information or documents may have been identified by the Contractor in writing as confidential.

1.16.3. The Contractor understands and acknowledges that the Contracting Authority is entitled to make available (any part of) the confidential data, information or documents to the Contracting Authority's Staff and the staff of other EU Institutions, as well as to other persons and entities working for the Contracting Authority or cooperating with it, including contractors or subcontractors and their personnel provided that they have a reasonable need to know said confidential data, information or documents and are bound by obligations of confidentiality which are no less restrictive than the confidentiality obligations imposed on the Contracting Authority by the Contract.

1.16.4. In the event of unauthorised disclosure of confidential data, information or documents by either Party, the other Party shall address it a warning by means of a Notification, requesting the first Party to confirm that it will no longer disclose said data, information or documents. If no satisfactory response is obtained within the requested time limit, the other Party is entitled to terminate the Contract. The Parties recognise that damages may not constitute sufficient compensation for the other Party, who may require reparation by injunction or other relief judged appropriate or necessary by the appropriate court of law.

1.16.5. In the event that the Contract is terminated or in the event that the Contracting Authority requests it, the Contractor shall return all confidential data, information or documents to the Contracting Authority within a reasonable period as agreed between the Parties.

1.16.6. In the event of return of confidential data, information or documents as requested by the Contracting Authority under the Contract, the Contractor shall deliver to the Contracting Authority a statement certifying that:

- all confidential data, information or documents including all copies and extracts thereof have been fully and permanently deleted and/or returned from any hardware or storage media (including but not limited to USB stick, server, and backup copies);

- any files or data resulting from the confidential data, information or documents originally communicated by the Contracting Authority have

also been fully and permanently deleted and/or returned from any hardware or storage media;

- any paper copy of the confidential data, information or documents and any document that contains the confidential data or information has been deleted and/or returned; and

- any subcontractors that have received access to and/or copies of the confidential data, information or documents in accordance with this Contract, have been requested to undertake the same measures and have certified in writing that the confidential data, information or documents have been deleted and/or returned.

17 Third party Initial Vendor or right holder

N/A.

18 Invoicing

1.18.1. Invoices for the delivery of Products or the provision of Services are to be sent to the address or in the manner stated in the Contract. The payment period shall not be binding on the Contracting Authority if any invoice is sent to a different address or manner.

1.18.2. One-off payments (for the acquisition of Products, the provision of Services consisting in a single performance, etc.) shall be invoiced when the relevant Delivery Note, or, where applicable, the Acceptance Document has been Notified to the Contractor. If neither a Delivery Note nor an Acceptance Document is to be issued under a Contract, the one-off payments shall be invoiced when the Products or Services have been fully delivered or provided by the Contractor and accepted by the Contracting Authority.

1.18.3. Payments for rental and leasing of Products or for continuous Services (Maintenance, Electronic Communications Services, etc.) shall be invoiced at the end of the calendar quarter. The first invoice shall cover the period from the date of Notification to the Contractor of the Delivery Note, or, where applicable, the Acceptance Document of the Products or from the start date of the Services indicated in the Contract to the last day of the current calendar quarter. When the total value of a Contract (or, in the case of framework contract, the total value of a specific contract or order form) relates to an amount of less than €25,000, payment for rental and leasing of Products or for continuous Services shall be invoiced when the Products or Services have been fully delivered or provided by the Contractor and accepted by the Contracting Authority.

1.18.4. In exceptional cases, on request by the Contractor, and subject to a prior approval by the Contracting Authority, payments referred to in Article 1.18.3 may be invoiced per calendar year and in advance for the whole period, irrespective of the amount involved. If the amount to be paid is variable, only the certain amount shall be invoiced in advance and the variable part shall be invoiced at the end of the calendar year.

1.18.5. Subscription fees (for licences, Support Services, Maintenance, etc.) may be invoiced per subscription period, and in advance for the whole subscription period, provided that they are accompanied by the Delivery Note. Annual instalments will be made for subscription periods covering more than twelve (12) months. Those subscriptions will be invoiced and paid annually. Invoices cannot cover periods exceeding twelve (12) months, or exceed the duration of the Contract. If the amount of the subscription fee is variable, only the certain amount shall be invoiced in advance and the variable part shall be invoiced at the end of the period covered by the advanced payment.

1.18.6. An invoice shall be submitted no later than six (6) months:

- for one-off payments, after the earliest possible invoicing date as determined in accordance with Article 1.18.2;

- for payment for rental and leasing of Products or for continuous Services for which the total value of the Contract (or, in the case of framework contract, the total value of a specific contract or order form) relates to an amount of less than €25,000, after the earliest possible invoicing date as determined in accordance with Article 1.18.3;

- for other payments for rental and leasing of Products or for continuous Services, after the end of the period covered by the invoice as determined in accordance with Articles 1.18.3, 1.18.4 and 1.18.5.

1.18.7. In the case of invoices submitted out of time the Contractor will be liable for liquidated damages in the amount calculated in accordance with the terms of the Contract.

1.18.8. If the use of an electronic invoicing system is required by the Contracting Authority in relation with the Contract and there is a conflict between the terms of use of the electronic invoicing system and this Article 1.17, the terms of use of the electronic invoicing system shall have precedence on this Article 1.17.

2. HARDWARE PRODUCTS

N/A.

3. LICENSED SOFTWARE PRODUCTS

N/A

4. COMMISSIONED SOFTWARE

1 Development of Commissioned Software and preparation of the Documentation

4.1.1. The Contractor shall propose a full and detailed timetable for the development of the Commissioned Software and the related tasks. If such a timetable cannot be prepared for projects of longer duration, the Parties shall first agree on a provisional timetable. The final timetable shall be fixed at a date stated in the Specific Contract.

4.1.2. The Contractor shall, in accordance with Article 1.14.2, prepare the Customised Documentation needed for the appropriate and proper operation of the Commissioned Software, including the explanations required to allow a skilled professional to understand and modify the Source Code. This Documentation shall at least be composed of:

- an installation manual;
- a "Getting Started" manual;
- an administration manual;
- a user manual;
- implementation/technical Documentation.

2 Delivery and acceptance of Commissioned Software

4.2.1. Commissioned Software shall be considered as a Product as of its delivery to the Contracting Authority.

4.2.2. Notwithstanding Article 4.2.1, Commissioned Software is a Deliverable subject to the delivery and acceptance procedure as set out in Article 1.3.5. However, by derogation from Articles 1.3.5.2 and 1.3.5.3, the acceptance period for Commissioned Software shall be [ninety (90) Normal Working Days].

4.2.3. If due to a default of the Commissioned Software, acceptance cannot be completed after [three] attempts of acceptance or within a maximum time limit of [hundred and eighty (180) Normal Working Days] from the acknowledgment of receipt of the Delivery Note by the Contracting Authority, and where a different time limit has not been specified in the Contract, the Contracting Authority shall have the following options:

- to require the Contractor to supply, without charge, the Services needed to bring the Commissioned Software into conformity with the terms of the Contract;
- to accept and retain part of the Commissioned Software, at a reduced price which is to be agreed in good faith between the Contracting Authority and the Contractor;
- to refuse the Commissioned Software, terminate the Contract and require reimbursement of any sums unduly paid, without prejudice to

the right of the Contracting Authority to claim damages in accordance with the Contract and/or in line with applicable law.

4.2.4. Failure to have the Commissioned Software being accepted after [three] attempts of acceptance or within a maximum time limit of [hundred and eighty (180) Normal Working Days] from the acknowledgment of receipt of the Delivery Note by the Contracting Authority, unless a different time limit has been specified in the Contract, shall be deemed to constitute a case of gross negligence of the Contractor.

3 Guarantee and Maintenance

4.3.1. *Guarantee*

4.3.1.1. The Contractor warrants that the Commissioned Software will be free from any viruses, backdoors or other malicious code at the time of receipt by the Contracting Authority. Such warranty shall apply to any New Version, New Release, patch, update or other upgrade delivered to the Contracting Authority.

4.3.1.2. The Contractor warrants that the Commissioned Software will be conform to its specifications as set out in the Contract and will be free of defects and errors at the time of delivery and for a guarantee period of two (2) years commencing on the date of the Notification of the Acceptance Document relating to the Commissioned Software in accordance with Article 1.3.5.4.

4.3.1.3. The Contractor shall rectify at its own and sole expense all defects and errors in the Commissioned Software, which the Contracting Authority has Notified to the Contractor within the guarantee period, provided that such defects or errors:

- are reproducible in a similar environment, or are sufficiently documented by the Contracting Authority to allow the Contractor to diagnose the defects or errors;

- do not arise from an improper use of the Commissioned Software by the Contracting Authority, which would be contrary to the Commissioned Software's Documentation, or from another cause independent from the Contractor.

4.3.1.4. If a defect or error is Notified by the Contracting Authority to the Contractor during the guarantee period, the Contractor shall provide any patches, updates or workarounds (including corrective New Releases) in order to ensure that the Commissioned Software is error free and that it functions as intended without interruption. These patches, updates or workarounds shall be subject to acceptance in accordance with Article 4.2.

4.3.1.5. The Contractor shall remedy Major Defects within 48 hours of the Notification of such Major Defect by the Contracting Authority.

4.3.1.6. The Contractor shall remedy Moderate Defects within ten (10) Normal Working Days of the Notification of such Moderate Defect by the Contracting Authority.

4.3.1.7. The Contractor shall remedy all defects and errors other than Major Defects and Medium Defects within a reasonable timeframe following the Notification of such defect or error by the Contracting Authority, but no later than the end of the guarantee period.

4.3.1.8. If it is not possible to remedy a defect or error within the applicable timeframe mentioned in Articles 4.3.1.5, 4.3.1.6 and 4.3.1.7, the Contractor shall Notify the Contracting Authority of a detailed remedy plan without undue delay. The extension the remedy period according to the remedy plan is subject to the Contracting Authority's approval (not unreasonably withheld).

4.3.1.9. The guarantee period shall be extended by the period which elapses between the Notification of a Major Defect to the Contractor during the guarantee period and the date at which the Contracting Authority accepts the corrective measures provided by the Contractor to remedy the Major Defect in application of Article 4.3.1.4.

4.3.1.10. The Contractor does not warrant that the Commissioned Software will operate in combination with Hardware and/or Software other than those described in the Contract or in the Commissioned Software's Documentation. However, if the Contractor expressly or implicitly agreed with the operation of the Commissioned Software in combination with specific Hardware and/or Software, the Contractor shall be responsible during the guarantee period if the Commissioned Software does not perform in conformity with its specifications in combination with such Hardware and/or Software.

4.3.2. *Maintenance*

4.3.2.1. Subscriptions to Maintenance of Commissioned Software shall only be renewed if the Contracting Authority expressly consents with such renewal. The express consent of the Contracting Authority is required for each renewal of a Maintenance subscription (no automatic or tacit renewal).

4.3.2.2. On the part of the Contracting Authority, without prejudice to the Contract, Maintenance of a Commissioned Software shall involve:

- preparing and sending to the Contractor all documents and additional available information which the Contractor might reasonably request in order to detect and correct errors in the Commissioned Software;

- testing and accepting, when it is reasonable to do so, New Versions or New Releases of the Commissioned Software, as proposed by the Contractor. [One (1) year] after the date of such an acceptance, the Contractor is no longer required to provide Maintenance for previous versions or releases of the of Commissioned Software and any dependent products;

- installing any preventive corrections provided by the Contractor as long as it is agreed that such corrections are necessary.

4.3.2.3. On the part of the Contractor, without prejudice to the Contract, Preventive Maintenance of a Commissioned Software shall involve:

- identifying potential security weak spots of the Commissioned Software, amongst others based on the evolution of the Software environment;

- fixing potential security weak spots of the Commissioned Software that are identified.

4.3.2.4. On the part of the Contractor, without prejudice to the Contract, Corrective Maintenance of a Commissioned Software shall involve:

- diagnosing errors or faults encountered by the Contractor or the Contracting Authority in the content of the Commissioned Software and making any corrections required in order to have the Commissioned Software perform in conformity with its specifications and the rules of art; the Contractor shall make corrections only if the error can be reproduced or if the Contracting Authority provides the Contractor with sufficient information from which the error can be diagnosed;

- make all the corrections (including patches) to the Commissioned Software to ensure that such Commissioned Software and any system it interacts with operate as specified in the Documentation within thirty (30) Normal working days of receipt of a Notification from the Contracting Authority providing details of a problem;

- rewriting the Commissioned Software where necessary in order to correct all known problems or faults diagnosed by the Contractor;

- providing telephone support for the Contracting Authority in order to advise it on the use of Commissioned Software;

- providing remote "hotline" support to resolve urgent problems and failures relating to the Commissioned Software.

4.3.2.5. On the part of the Contractor, without prejudice to the Contract, Adaptive Maintenance of a Commissioned Software shall involve:

- adapting the Commissioned Software to developments in the Software environment;

- providing the Contracting Authority with successive versions and releases of the Commissioned Software and the relevant Documentation;

- installing New Releases and New Versions of the Commissioned Software free of charge on existing Hardware at the Contracting Authority's request;

- where necessary, adapting products that were using the previous version of the Commissioned Software, free of charge.

4.3.2.6. On the part of the Contractor, without prejudice to the Contract, Evolutive Maintenance of a Commissioned Software shall involve:

- improving performance of the Commissioned Software;

- implementing new or changed user requirements in the Commissioned Software.

4 Intellectual property rights

4.4.1. The use of pre-existing Software, including free and open source Software, in the development of Commissioned Software shall be subject to the Contracting Authority's prior written consent. Any request to use free and open source Software shall include the terms of all free and open source licences applicable to such Software.

4.4.2. The use of free and open source Software as part of Commissioned Software may not limit the use or reuse of the Commissioned Software by the Contracting Authority, as described in the Contract.

4.4.3. Unless expressly agreed upon by the Contracting Authority, the use of free and open source Software as part of Commissioned Software may not impose any disclosure to third parties of all or part of the Commissioned Software.

4.4.4. The Contractor shall include in the technical Documentation a list of all free and open source licences used in the Commissioned Software and the associated licence terms.

4.4.5. The Contractor shall be fully responsible and liable for the representations, warranties and other obligations set out in this Article 4.4 with regard to the free and open source Software used.

4.4.6. In the event of any dispute relating to the use of free and open source software in the Commissioned Software, the Contractor shall assist the Contracting Authority in its defence and shall demonstrate that it did not use free and open source software in a way that limits the use or reuse of the developed software by the Contracting Authority or, unless expressly agreed upon by the Contracting Authority, in a way that imposes the disclosure to third parties of all or part of the Commissioned Software.

5 Termination

4.5.1. If the Contracting Authority terminates the Contract and the Contracting Authority has been assigned rights on Commissioned Software, the Contractor shall:

- use its best efforts to facilitate the transition of the Commissioned Software to the Contracting Authority or to a third party contractor;

- hand over (immediately and without charge) the Source Code, the Software plans, the access keys and the Documentation required by the Contracting Authority for the proper operation and use of the Software;

- expressly undertake not to use the Commissioned Software in the future and to purge any copies of the same from its equipment or backups; and

- undertake to keep all information in relation to the Commissioned Software confidential even after the termination of the Contract.

5. ELECTRONIC COMMUNICATIONS SERVICES

1 Implementation plan

5.1.1. The Parties shall agree on a project implementation plan, which shall be divided into different phases, and which will cover design, testing, validation and planning.

5.1.2. The Contractor shall allocate an experienced project manager to plan and manage the implementation and the provision of the Electronic Communications Services.

5.1.3. The Contractor's project manager shall regularly update the Contracting Authority on the progress of each implementation phase, so as to ensure a regular review of project progress against the implementation plan, and that any necessary corrective action is taken and the required level of resources is available.

5.1.4. The Contractor shall provide engineering resources as necessary to ensure the successful implementation of the Electronic Communications Services.

5.1.5. The Contracting Authority shall, where needed, grant the Contractor access to its premises for the installation of any equipment necessary for the implementation of the Electronic Communications Services.

2 Inspection of premises

5.2.1. Where deemed appropriate by the Contracting Authority, an inspection of the Contracting Authority's premises by the Contractor will be organised.

5.2.2. As part of the inspection of premises, the Contractor will be given the opportunity to assess the suitability of the Contracting Authority's premises for the implementation and/or the performance of the Electronic Communications Services.

5.2.3. In the event the premises or part thereof is found to be inadequate, the Contractor shall Notify the Contracting Authority of the technical implementation requirements and any refurbishment of the premises necessary for the implementation and/or the provision of the Electronic Communications Services.

5.2.4. As from receipt of the aforementioned Notification the Contracting Authority shall endeavour to ensure that the premises satisfy the conditions set out by the Contractor.

5.2.5. In the event that during the provision of the Electronic Communications Services a structural defect or issue relating to the premises becomes apparent and such defect or issue was not revealed by the Contractor's inspection of the premises, or could not have been reasonably foreseen by the Parties, and negatively affects the Contractor's provision of the Electronic Communications Services, the Parties shall agree on a project resolution plan in order to remedy the structural defect or issue. In the event the structural defect or issue cannot be resolved, either Party shall be entitled to terminate the Contract in accordance with its relevant termination clauses.

3 Other equipment on the Contracting Authority's premises

5.3.1. The Contractor shall ensure that the implementation and/or the performance of the Electronic Communications Services do not (i) impede or hinder the optimal functioning of the existing equipment and network architecture present at the Contracting Authority's premises; (ii) affect the security, confidentiality, integrity and availability requirements of the Contracting Authority, including in relation to electronic communications; or (iii) impede the performance of the Contracting Authority's tasks.

In the event the Contractor does not comply with this Article 5.3.1, the Contracting Authority shall be entitled to request immediate removal and replacement of the equipment or to terminate the Contract in accordance with its relevant termination clauses.

5.3.2. The Contractor shall ensure that the equipment placed by it in, on or at the Contracting Authority's premises does not cause any interference with the electrical facilities in, on or at the Contracting Authority's premises.

5.3.3. If any interference arises, the Contractor shall endeavour to remedy this interference as quickly as possible. If the Contractor fails to remedy this interference within a reasonable period of time after Notification by the Contracting Authority, the Contracting Authority may terminate the Contract in accordance with its relevant termination clauses.

5.3.4. After installation by the Contractor of any equipment necessary for the implementation of the Electronic Communications Services, the Contracting Authority reserves the right to install or have installed other equipment. In the event such installation may have an impact on the Contractor's equipment, the Contracting Authority shall inform the Contractor thereof.

5.3.5. If any interference occurs and a Party has knowledge thereof, each Party shall Notify the other Party as soon as possible.

4 Ownership and Intellectual Property

5.4.1. The equipment necessary for the implementation of the Electronic Communications Services shall be used by the Contractor solely for the purposes of performing its obligations under the Contract. The Contractor shall remain the owner of its equipment necessary for the implementation of the Electronic Communications Services, and of any intellectual property rights related to such equipment, and nothing in the Contract shall constitute any form of transfer or assignment of such ownership and/or intellectual property rights, unless otherwise agreed between the Parties.

5 Location

5.5.1. The Contractor warrants that the Electronic Communications Services are designed and shall be maintained in such a way that the Contracting Authority is clearly aware of the exact location(s) where the Electronic Communications Services are physically hosted, and of the laws applicable thereto.

5.5.2. The Contractor shall provide the Contracting Authority with comprehensive information on the physical location of the physical assets (e.g. switching or

routing equipment, etc.) used by the Contractor and its subcontractors for the Electronic Communications Services provided as well as the locations from where remote operations are performed. The Contracting Authority shall be in control of determining the physical location of its data at rest. Any change of location shall be subject to the prior express written consent of the Contracting Authority, except if the new location was already permitted in the Contract.

5.5.3. The Contractor undertakes that it shall not move data, whether at rest or in transit, from the Contracting Authority outside the European Economic Area, unless the Contracting Authority has given its prior written authorisation.

5.5.4. The Contractor warrants that the Electronic Communications Services are fully hosted and operated from the territory of the European Economic Area, unless otherwise agreed in the Contract.

6 Removal of equipment

5.6.1. In the event of termination of the provision of the Electronic Communications Services, the Contractor shall remove or have removed at its expense any of its equipment within the time specified in the Contract.

6. CLOUD SERVICES

N/A

7. SUPPORT SERVICES

1 Stability and performance of Support Services

7.1.1. Throughout the term of the Contract, the Contractor shall ensure that stable Support Services are maintained as required for the proper implementation of the Contract and to ensure service continuity for the Contracting Authority.

7.1.2. The Contractor shall not take any action that may have either a material effect on the Support Services or on the IT environment of the Contracting Authority, or which may adversely affect the functioning or performance of, or effect a decrease in the resource efficiency of the Support Services, without the approval of the Contracting Authority.

7.1.3. The timetable for the performance of the Support Services shall be set out in the Contract. If such a timetable cannot be prepared for more complex projects or projects of longer duration, the Parties shall first agree a provisional timetable. The final timetable shall be agreed at a date stated in the Contract.

Annexe avis de sécurité : Formulaire de consentement

Exécution des articles 22quinquies à 22septies compris de la loi du 11 décembre 1998
relative à la classification et aux habilitations, attestations et avis de sécurité

AVERTISSEMENT

À remplir en **double exemplaire :** un exemplaire destiné à la personne concernée à titre d'accusé de réception, et un exemplaire que l'officier de sécurité compétent transmet à l'autorité compétente pour délivrer l'avis de sécurité.

La présente demande de vérification de sécurité est adressée à : **Autorité Nationale de Sécurité (ANS)**
Rue des Petits Carmes, 15
1000 BRUXELLES

La personne reprise à la rubrique 1 **est avertie** par l'officier de sécurité que, pour le motif exposé à la rubrique 3, **elle doit être soumise à une vérification de sécurité.**

1. IDENTIFICATION DE LA PERSONNE CONCERNEE

Une erreur ou omission dans les données ci-dessous peut entrainer la suspension de la procédure de vérification

Uniquement des caractères latins

Nom : .....

Prénom(s) : .....

Fonction ou profession : .....

Nationalité : .....

Numéro national belge :.....

N° d'identité ou passeport : ..... valable du / / au / / Pays de délivrance : .....

Lieu de naissance* : .....

Date de naissance* : .....

Adresse complète de résidence* : .....

Entreprise : .....

Numéro d'entreprise : .....

(*) *Doit être complété par les personnes qui n'ont pas de numéro national belge*

2. AUTEUR DE LA DEMANDE DE VERIFICATION

Autorité administrative qui sollicite l'avis de sécurité : ***SPF Affaires Etrangères de Belgique***
Secteur pour lequel l'avis de sécurité est demandé[1] : ***Institutions et organes européens***

3. JUSTIFICATION DE LA DEMANDE DE VERIFICATION

Avis de sécurité préalable à l'autorisation d'exercer une profession, une fonction, une mission, un mandat ou d'accéder à des locaux, bâtiments ou sites, à la délivrance d'un permis, à une nomination ou à une désignation – Date de la demande d'avis, nature, base légale ou réglementaire et durée de validité de l'acte administratif à préciser ci-dessous.

Date de la demande : .....

Nature (raison pour laquelle cette demande est introduite) : *La mise en œuvre de vérifications de sécurité pour les employés des contractants externes devant accéder aux Institutions européennes, agences et organismes.*

Base légale : *Les articles 22quinquies à 22septies compris de la loi du 11 décembre 1998 relative à la classification et aux habilitations, attestations et avis de sécurité*

Mise en œuvre de la base légale*: Memorandum of Understanding between the Belgian Federal Public Service Foreign Affairs and European Parliament, European Council, Council of the European Union, European Commission, European External Action Service, European Economic and Social Committee, Committee of the Regions and the European Defence Agency on Security Verifications signed on 21 May 2019*

Durée demandée (maximum 5 ans) : ***5 ans***

[1] Parlement Européen, Conseil Européen / Conseil de l'Union Européenne, Commission Européenne, Service Européen pour l'Action Extérieure, Comité économique et social européen, Comité européen des régions, Agence européenne de défense

4. REFUS/CONSENTEMENT DE LA VERIFICATION DE SECURITE

4.a Refus de la vérification de sécurité

La personne qui ne souhaite pas faire l'objet d'une vérification de sécurité peut le faire savoir à tout moment en cochant la case ci-dessous conformément à l'article 30*bis* de l'arrêté royal du 24 mars 2000 et en le renvoyant par pli recommandé à l'auteur de la demande de vérification (*SPF Affaires Etrangères de Belgique*).
Si l'avis de sécurité est requis pour un accès, une autorisation, un permis, une nomination ou une désignation, le refus explicite de la vérification **entraîne la privation de cet accès, cette autorisation, ce permis, cette nomination ou désignation.**

☐ Je ne souhaite pas/plus faire l'objet d'une vérification de sécurité

4.b. Consentement de la vérification de sécurité

☐ Je prends connaissance de la vérification de sécurité à laquelle je serai soumis.e et l'accepte

5. Déclaration sur la protection des données à caractère personnel

☐ Je prends connaissance des déclarations sur la protection des données des autorités belges et des Institutions et organes européens

Lu et approuvé Date : ……

Nom, prénom : …… Signature : ……

Coordonnées de l'Officier de Sécurité de l'autorité administrative compétente :
(**Champs à remplir uniquement par le SPF Affaires Etrangères belge**)

Nom:…… Grade ou fonction:……..

Pris connaissance le (jj/mm/aaaa): …… Signature: ……

NOTICE EXPLICATIVE A LA PRESENTE ANNEXE

1. BASE LEGALE

La loi du 11 décembre 1998 relative à la classification et aux habilitations, attestations et avis de sécurité, les articles 22*quinquies*, à 22*septies compris* ;
L'arrêté royal du 24 mars 2000 portant exécution de la loi du 11 décembre 1998 relative à la classification et aux habilitations attestations et avis de sécurité, l'articles 30*bis* et 30*sexies*.

2. LA VERIFICATION DE SECURITE

a. Objectif

Dans les cas où la protection de l'information classifiée n'est pas en jeu mais bien l'ordre public et la sécurité de l'Etat, l'autorité administrative compétente peut juger nécessaire de subordonner l'accès à une profession, une fonction, directement ou indirectement, ou l'octroi d'une licence à des mesures spéciales, l'« avis de sécurité ».

b. Sources de renseignements

Les données et informations qui peuvent être consultées dans le cadre d'une vérification de sécurité sont décrites dans l'article 22*sexies*, §1, de la loi du 11 décembre 1998 relative à la classification et aux habilitations, attestations et avis de sécurité.

c. Délais

L'avis de sécurité est délivré ou refusé dans un délai fixé à l'article 30*sexies* de l'AR du 24 mars 2000 portant exécution de la loi du 11 décembre 1998 relative à la classification et aux habilitations, attestations et avis de sécurité qui s'élève à maximum un mois.

3. L'ORGANE DE RECOURS EN MATIERE DE VERIFICATIONS DE SECURITE

Lorsque suite de la demande de vérification de sécurité l'avis de sécurité est négatif, lorsque la décision n'est pas intervenue ou n'a pas été notifiée dans le délai prévu, la personne pour laquelle l'avis de sécurité a été demandé peut, conformément à l'article 4, §3, de la loi du 11 décembre 1998 portant création d'un organe de recours en matière d'habilitations, d'attestations et d'avis de sécurité, dans les huit jours suivant respectivement la notification de la décision ou de l'avis ou l'expiration du délai, introduire un recours en deux exemplaires par lettre recommandée auprès de l'organe de recours au siège du Comité permanent de contrôle des services de renseignements et de sécurité, Rue de Louvain 48/5, 1000 Bruxelles, T (0)2 286 29 11, www.comiteri.be.

Déclaration sur la protection des données à caractère personnel fournies dans le cadre de vérifications de sécurité pour les employés des contractants externes devant accéder aux institutions et organes européens

1. Introduction

Le Service Public Fédéral des Affaires Étrangères (ci-après « SPF Affaires Étrangères ») s'engage à protéger vos données à caractère personnel et à respecter votre vie privée. Le SPF Affaires Étrangères procède à la collecte et au traitement ultérieur des données à caractère personnel conformément au règlement (UE) 2016/679 du Parlement européen et du Conseil du 27 avril 2016 relatif à la protection des personnes physiques à l'égard du traitement des données à caractère personnel et à la libre circulation de ces données, et abrogeant la directive 95/46/CE (règlement général sur la protection des données) et conformément à la loi du 30 juillet 2018 relative à la protection des personnes physiques à l'égard des traitements de données à caractère personnel.

La présente déclaration explique la raison du traitement de vos données à caractère personnel, la façon dont nous collectons, traitons et assurons la protection de toutes les données à caractère personnel fournies, la manière dont les informations sont utilisées ainsi que les droits que vous pouvez exercer à l'égard de vos données. Cette déclaration comprend également les coordonnées du Responsable du traitement compétent auprès duquel vous pouvez exercer vos droits, ainsi que du Délégué à la protection des données.

2. Pourquoi et comment traitons-nous vos données à caractère personnel ?

En mai 2019, les autorités belges et les institutions et organes européens ont conclu un protocole d'accord pour la mise en œuvre de la vérification de sécurité des employés des contractants externes ayant besoin d'un accès aux institutions et organismes de l'UE en Belgique.

L'Autorité administrative belge en charge est le SPF Affaires étrangères ou son délégué. Il agit en tant qu'intermédiaire entre les institutions et organes européens et l'Autorité Nationale de Sécurité (ci-après ANS).

La vérification de sécurité est à la demande des institutions et des organes européens et elle est effectuée par l'ANS. Celle-ci est compétente pour émettre un avis de sécurité positif ou négatif pour chaque employé de prestataires externes. Cet avis vise à garantir la sécurité du personnel et des biens des institutions et organes européens, la confidentialité de leurs informations ainsi que, la protection de leur réputation en tant qu'organisations internationales. Les vérifications de sécurité permettent aux institutions de décider en connaissance de cause si elles octroient l'accès à leurs locaux au personnel de prestataires externes.

Les données à caractère personnel des employés des contractants travaillant pour les institutions et organes européens seront traitées dans le cadre d'une vérification de sécurité.

Ces données ne seront pas utilisées pour la prise de décision automatisée, y compris le profilage.

3. Sur quelle base juridique traitons-nous vos données à caractère personnel ?

Nous traitons vos données à caractère personnel conformément à l'article 6, paragraphe 1, point c) et e) du règlement (UE) 2016/679, c'est-à-dire, que le traitement est nécessaire au respect d'une obligation légale à laquelle le responsable du traitement est soumis et à l'exécution d'une mission d'intérêt public ou relevant de l'exercice de l'autorité publique dont est investi le responsable du traitement.

Spécifiquement pour le traitement des données à caractère personnel par l'ANS dans le cadre des habilitations, attestations et avis de sécurité visés par la loi du 11 décembre 1998, les données sont traitées conformément à l'article 108, 3° de la loi du 30 juillet 2018 relative à la protection des personnes physiques à l'égard des traitements de données à caractère personnel. Cet article dispose que le traitement de données à caractère personnel ne peut être effectué dans ce contexte que s'il est nécessaire au respect d'une obligation à laquelle le responsable du traitement est soumis en vertu d'une loi.

Base juridique :

- Règlement (UE) 2016/679 du Parlement européen et du Conseil du 27 avril 2016 relatif à la protection des personnes physiques à l'égard du traitement des données à caractère personnel et à la libre circulation de ces données, et abrogeant la directive 95/46/CE (règlement général sur la protection des données).
- Loi du 30 juillet 2018 relative à la protection des personnes physiques à l'égard des traitements de données à caractère personnel.
- Loi du 11 décembre 1998 relative à la classification et aux habilitations, attestations et avis de sécurité.
- Arrêté royal du 24 mars 2000 portant exécution de la loi du 11 décembre 1998 relative à la classification et aux habilitations, attestations et avis de sécurité.
- Arrêté royal du 8 mai 2018 déterminant la liste des données et informations qui peuvent être consultées dans le cadre de l'exécution d'une vérification de sécurité.
- Arrêté royal du 8 mai 2018 fixant les secteurs d'activités et les autorités administratives compétentes visées à l'article 22quinquies, § 7, de la loi du 11 décembre 1998 relative à la classification et aux habilitations, attestations et avis de sécurité.

4. Quelles sont les données à caractère personnel que nous recueillons et traitons ?

Aux fins de réaliser cette opération de traitement, le SPF des Affaires Étrangères recueille les catégories suivantes de données à caractère personnel :

- Nom
- Prénom(s)
- Fonction ou profession
- Nationalité

- Numéro national belge
- N° d'identité ou passeport
- Lieu de naissance
- Date de naissance
- Adresse complète de résidence
- Entreprise
- Numéro d'entreprise

5. Combien de temps vos données à caractère personnel sont-elles conservées ?

Le SPF des Affaires Étrangères ne conserve vos données à caractère personnel que pendant le temps nécessaire pour atteindre la finalité de leur collecte ou de leur traitement ultérieur, à savoir au maximum cinq ans à compter de la réception de l'avis de sécurité ou, en cas de plainte, pendant toute la durée de la procédure en justice.

6. Comment protégeons-nous et sauvegardons-nous vos données à caractère personnel ?

Toutes les données à caractère personnel sous format électronique (e-mails, documents, lots de données téléchargés, etc.) sont enregistrées sur les serveurs du SPF des Affaires Étrangères.

Les sous-traitants des institutions et organes européens sont liés par une clause contractuelle spécifique pour toute opération de traitement de vos données pour le compte de ces institutions et de ces organes européens, et par les obligations de confidentialité dérivées de l'application du règlement (UE) 2016/679 dans les États membres de l'UE.

En vue de protéger les données à caractère personnel, le SPF des Affaires Étrangères a mis en place plusieurs mesures techniques et organisationnelles. Les mesures techniques incluent notamment des actions appropriées concernant la sécurité en ligne, le risque de perte de données, l'altération des données ou l'accès non autorisé, en prenant en compte le risque présenté par le traitement et la nature des données à caractère personnel qui sont traitées. Les mesures organisationnelles visent notamment à restreindre l'accès aux données à caractère personnel aux seules personnes autorisées, ayant un besoin légitime de les connaître pour les finalités de cette opération de traitement.

7. Qui a accès à vos données à caractère personnel et à qui sont-elles communiquées ?

L'accès à vos données à caractère personnel est octroyé à l'équipe du SPF des Affaires Étrangères responsable de la réalisation de cette opération de traitement et au personnel autorisé selon le principe du « besoin d'en connaître ». Ces collaborateurs sont tenus de respecter des conventions de confidentialité statutaires (Article 10, §2 de l'Arrêté Royal du 2 octobre 1937 et articles 23 et 24 de loi du 11 décembre 1998).

Outre l'Autorité Nationale de Sécurité, les institutions et organes européens concernés et votre employeur auront accès aux données personnelles fournies dans le formulaire de consentement.

8. Quels sont vos droits et comment pouvez-vous les exercer ?

Vous avez des droits spécifiques en qualité de personne concernée aux articles 112-115 de la loi du 30 juillet 2018 relative à la protection des personnes physiques à l'égard des traitements de données à caractère personnel.

Ce chapitre inclut le droit de demander au responsable du traitement l'accès aux données à caractère personnel limité à l'information que vous avez vous-même fournie, la rectification ou la suppression des données à caractère personnel inexactes, la vérification auprès de l'autorité de contrôle compétente du respect des dispositions applicables de la loi du 30 juillet 2018.

9. Coordonnées de contact

- Responsable du traitement des données : SPF des Affaires Étrangères,15 rue des Petits Carmes à 1000 BRUXELLES

Si vous souhaitez exercer vos droits au titre du règlement (UE) 2016/679, ou si vous avez des commentaires, des questions ou des préoccupations à exprimer, ou si vous souhaitez soumettre une plainte relative à la collecte et à l'utilisation de vos données à caractère personnel, n'hésitez pas à contacter le Responsable du traitement de données.

- Délégué à la protection des données (DPD-DPO) :

- Du SPF des Affaires Étrangères : dpo@diplobel.fed.be

10. Où trouver de plus amples informations ?

Contactez le délégué à la protection des données (DPD-DPO) du SPF des Affaires Étrangères. Celui-ci publie un registre de toutes les opérations de traitement de données à caractère personnel effectuées par le SPF des Affaires Étrangères, qui ont été documentées et qui lui ont été notifiées.

Bijlage veiligheidsadvies : Verklaring van toestemming

in uitvoering van de artikelen 22quinquies tot en met 22septies van de wet van 11 december 1998 betreffende de classificatie en de veiligheidsmachtigingen, veiligheidsattesten en veiligheidsadviezen

KENNISGEVING

In te vullen in **twee exemplaren :** één exemplaar is bestemd voor de betrokken persoon, als ontvangstbewijs, en één exemplaar wordt door de bevoegde veiligheidsofficier doorgestuurd naar de overheid die bevoegd is voor het verstrekken van het veiligheidsadvies.

Dit verzoek tot veiligheidsverificatie wordt gericht aan de **Nationale Veiligheidsoverheid (NVO)**
Karmelietenstraat 15
1000 BRUSSEL

De in rubriek 1 vermelde persoon wordt er door de veiligheidsofficier van **in kennis gesteld** dat hij om de in rubriek 3 genoemde reden **aan een veiligheidsverificatie moet worden onderworpen**.

1. PERSOONSGEGEVENS VAN DE BETROKKEN PERSOON

Een fout of weglating in de onderstaande gegevens kan leiden tot de opschorting van de verificatieprocedure.

Enkel Latijnse lettertekens gebruiken

Naam : .....

Voorna(a)m(en) : .....

Functie of beroep : .....

Nationaliteit : .....

Belgisch rijksregisternummer:.....

Nr.identiteitskaart of paspoort : ..... geldig van / / tot / / Land van afgifte : .....

Geboorteplaats* : .....

Geboortedatum* : .....

Volledig verblijfsadres* : .....

Onderneming : .....

Ondernemingsnummer : .....

(*) *Verplicht in te vullen door personen die geen Belgisch rijksregisternummer hebben*

2. STELLER VAN HET VERZOEK OM EEN VERIFICATIE

Administratieve overheid die om het veiligheidsadvies verzoekt : ***FOD Buitenlandse Zaken van België***
Sector waarvoor het veiligheidsadvies wordt aangevraagd[1] : ***Europese instellingen en organen***

3. VERANTWOORDING VOOR HET VERZOEK OM VERIFICATIE

Veiligheidsadvies voorafgaand aan de machtiging om een beroep, een functie, een opdracht of een mandaat uit te oefenen of toegang te hebben tot lokalen, gebouwen of terreinen, aan de afgifte van een vergunning, aan een benoeming of een aanstelling - Datum en aard van het verzoek om een advies, wettelijke of regelgevende basis en geldigheidsduur van de administratieve beslissing hieronder vermelden.

Datum van het verzoek : .....

Aard (reden waarom dit verzoek wordt ingediend) : *Uitvoering van veiligheidsverificaties voor de werknemers van externe dienstverleners die toegang moeten krijgen tot de Europese instellingen, agentschappen en organisaties.*

Wettelijke basis : *De artikelen 22quinquies tot en met 22septies van de wet van 11 december 1998 betreffende de classificatie en de veiligheidsmachtigingen, veiligheidsattesten en veiligheidsadviezen*

Implementatie van de wettelijke basis : Memorandum of Understanding between the Belgian Federal Public Service Foreign Affairs and European Parliament, European Council, Council of the European Union, European Commission, European External Action Service, European Economic and Social Committee, Committee of the Regions and the European Defence Agency on Security Verifications signed on 21 May 2019

Gevraagde geldigheidsduur (maximum 5 jaar) : ***5 jaar***

[1] Europees Parlement, Europese Raad / Raad van de Europese Unie, Europese Commissie, Europese dienst voor extern optreden, Europees economisch en sociaal comité, Europees comité van de regio's, Europees defensieagentschap

4. WEIGERING VAN/TOESTEMMING TOT DE VEILIGHEIDSVERIFICATIE

4.a Weigering van de veiligheidsverificatie

De persoon die niet wil onderworpen worden aan een veiligheidsverificatie kan dit te allen tijde laten weten door onderstaand vakje aan te vinken zoals bepaald in artikel 30bis van het koninklijk besluit van 24 maart 2000 en door het document bij aangetekende brief terug te sturen naar de steller van het verzoek om een verificatie *(FOD Buitenlandse Zaken van België)*.
Indien het veiligheidsattest of het veiligheidsadvies vereist is voor een toegang, een toelating, een vergunning, een benoeming of een aanstelling, betekent de expliciete weigering om aan een verificatie te worden onderworpen dat **die toegang, toelating, vergunning, benoeming of aanstelling niet kunnen worden toegekend.**

☐ Ik wens niet/niet meer onderworpen te worden aan een veiligheidsverificatie

4.b. Toestemming tot de veiligheidsverificatie

☐ Ik neem kennis van de veiligheidsverificatie waaraan ik zal worden onderworpen en ik aanvaard deze

5. Verklaring betreffende de bescherming van persoonsgegevens

☐ Ik neem kennis van de verklaringen betreffende gegevensbescherming van de Belgische autoriteiten en van de Europese instellingen en organen

Gelezen en goedgekeurd Datum : .....

Naam, voornaam : ..... Handtekening : .....

Gegevens van de Veiligheidsofficier van de bevoegde administratie :
(**velden uitsluitend in te vullen door de FOD Buitenlandse Zaken van België)**

Naam:..... Rang of functie:.....

Kennisneming op (dd/mm/jjjj): ..... Handtekening: .....

TOELICHTING BIJ DEZE BIJLAGE

1. WETTELIJKE BASIS

De wet van 11 december 1998 betreffende de classificatie en de veiligheidsmachtigingen, veiligheidsattesten en veiligheidsadviezen, de artikelen 22*quinquies tot en met 22septies* ;
Het koninklijk besluit van 24 maart 2000 tot uitvoering van de wet van 11 december 1998 betreffende de classificatie en de veiligheidsmachtigingen, veiligheidsattesten en veiligheidsadviezen, de artikelen 30*bis* en 30*sexies*.

2. VEILIGHEIDSVERIFICATIE

a. Doelstelling

In gevallen waarin de bescherming van geclassificeerde informatie niet in het geding is, maar wel de openbare orde en de veiligheid van de staat, kan de bevoegde administratieve autoriteit het nodig achten de toegang tot een beroep of functie, direct of indirect, of het verlenen van een vergunning te onderwerpen aan speciale maatregelen, het "veiligheidsadvies".

b. Inlichtingenbronnen

De gegevens en informatie die in het kader van een veiligheidsverificatie kunnen worden geraadpleegd staan beschreven in artikel 22*sexies*, §1, van de wet van 11 december 1998 betreffende de classificatie en de veiligheidsmachtigingen, veiligheidsattesten en veiligheidsadviezen.

c. Termijnen

Het veiligheidsadvies moet worden verstrekt of geweigerd binnen een termijn van ten hoogste een maand, zoals vastgelegd in artikel 30*sexies* van het KB van 24 maart 2000 tot uitvoering van de wet van 11 december 1998 betreffende de classificatie en de veiligheidsmachtigingen, veiligheidsattesten en veiligheidsadviezen.

3. BEROEPSORGAAN INZAKE VEILIGHEIDSVERIFICATIES

Wanneer ingevolge het verzoek om een veiligheidsverificatie, het veiligheidsadvies negatief is of de beslissing niet is genomen of niet ter kennis is gebracht binnen de gestelde termijn, kan de persoon voor wie het veiligheidsadvies is gevraagd, zoals vastgelegd in artikel 4 §3, van de wet van 11 december 1998 tot oprichting van een beroepsorgaan inzake veiligheidsmachtigingen, veiligheidsattesten en veiligheidsadviezen, binnen de acht dagen na de respectieve kennisgeving van de beslissing of van het advies of het verstrijken van de termijn, in twee exemplaren bij aangetekende brief beroep instellen bij het beroepsorgaan op de zetel van het Vast Comité van Toezicht op de inlichtingen- en veiligheidsdiensten, Leuvenseweg 48/5, 1000 Brussel, tel. 02-286 28 11, www.comiteri.be.

Verklaring inzake de bescherming van de persoonsgegevens die worden verstrekt in het kader van de veiligheidsverificaties betreffende werknemers van externe dienstverleners, die toegang dienen te hebben tot de Europese instellingen en organen

1. Inleiding

De Federale Overheidsdienst Buitenlandse Zaken (hierna "FOD Buitenlandse Zaken") verbindt zich ertoe uw persoonsgegevens en uw persoonlijke levenssfeer te beschermen. De FOD Buitenlandse Zaken verzamelt en verwerkt de persoonsgegevens overeenkomstig verordening (EU) 2016/679 van het Europees Parlement en de Raad van 27 april 2016 betreffende de bescherming van natuurlijke personen in verband met de verwerking van persoonsgegevens en betreffende het vrije verkeer van die gegevens en tot intrekking van Richtlijn 95/46/EG (algemene verordening gegevensbescherming) en overeenkomstig de wet van 30 juli 2018 betreffende de bescherming van natuurlijke personen met betrekking tot de verwerking van de persoonsgegevens.

In deze toelichting leggen we uit waarom we uw persoonsgegevens verwerken, hoe we ze verzamelen en verwerken en hoe we zorgen voor de bescherming van de verstrekte persoonsgegevens, hoe we de informatie gebruiken en welke rechten u met betrekking tot uw persoonsgegevens kunt uitoefenen. U vindt er ook de contactgegevens van de bevoegde Verwerkingsverantwoordelijke ten aanzien van wie u uw rechten kunt uitoefenen en van de Functionaris voor gegevensbescherming.

2. Waarom en hoe worden uw persoonsgegevens verwerkt?

In mei 2019 sloten de Belgische overheid en de Europese instellingen en organen een protocolakkoord over de uitvoering van veiligheidsverificaties voor de werknemers van externe dienstverleners, die toegang dienen te hebben tot de instellingen en organen van de EU in België.

De bevoegde administratieve overheid in België is de FOD Buitenlandse Zaken of haar afgevaardigde. Hij treedt op als tussenpersoon tussen de Europese instellingen en de Nationale Veiligheidsoverheid (hierna NVO).

Op vraag van de Europese instellingen en organen voert de NVO een veiligheidsverificatie uit. Ze is bevoegd om positieve of negatieve veiligheidsadviezen af te leveren met betrekking tot werknemers van externe dienstverleners. Dit advies heeft tot doel de veiligheid van het personeel en van de goederen van de Europese instellingen en organen te waarborgen, de vertrouwelijkheid van hun informatie te vrijwaren en hun reputatie als internationale organisaties te beschermen. Aan de hand van de veiligheidsverificaties kunnen de instellingen met kennis van zaken beslissen of ze het personeel van externe dienstverleners toegang tot hun gebouwen verlenen.

De persoonsgegevens van de medewerkers van de dienstverleners, die voor de Europese Instellingen en organen werken, worden in het kader van een veiligheidsverificatie verwerkt.

Deze gegevens worden niet gebruikt voor een geautomatiseerde besluitvorming, waaronder profilering.

3. Op welke rechtsgrond worden uw persoonsgegevens verwerkt ?

We verwerken uw persoonsgegevens overeenkomstig artikel 6, paragraaf 1, punt c) en e) van verordening (EU) 2016/679, die bepaalt dat de verwerking noodzakelijk is om te voldoen aan een wettelijke verplichting waaraan de verwerkingsverantwoordelijke is onderworpen en voor de vervulling van een taak van algemeen belang of van een taak in het kader van de uitoefening van het openbaar gezag dat aan de verwerkingsverantwoordelijke is verleend.

Wat meer in het bijzonder de verwerking van persoonsgegevens door de NVO in het kader van de in de wet van 11 december 1998 bedoelde veiligheidsmachtigingen, veiligheidsattesten en veiligheidsadviezen betreft, worden de gegevens verwerkt overeenkomstig artikel 108, 3° van de wet van 30 juli 2018 betreffende de bescherming van natuurlijke personen met betrekking tot de verwerking van de persoonsgegevens. Dit artikel bepaalt dat persoonsgegevens in deze context slechts mogen worden verwerkt wanneer de verwerking noodzakelijk is om een verplichting na te komen waaraan de verwerkingsverantwoordelijke is onderworpen krachtens een wet.

Rechtsgrond :

- Verordening (EU) 2016/679 van het Europees Parlement en de Raad van 27 april 2016 betreffende de bescherming van natuurlijke personen in verband met de verwerking van persoonsgegevens en betreffende het vrije verkeer van die gegevens en tot intrekking van Richtlijn 95/46/EG (algemene verordening gegevensbescherming).
- Wet van 30 juli 2018 betreffende de bescherming van natuurlijke personen met betrekking tot de verwerking van de persoonsgegevens.
- Wet van 11 december 1998 betreffende de classificatie en de veiligheidsmachtigingen, veiligheidsattesten en veiligheidsadviezen.
- Koninklijk besluit van 24 maart 2000 tot uitvoering van de wet van 11 december 1998 betreffende de classificatie en de veiligheidsmachtigingen, veiligheidsattesten en veiligheidsadviezen.
- Koninklijk besluit van 8 mei 2018 tot bepaling van de lijst van de gegevens en informatie die geraadpleegd kunnen worden in het kader van de uitvoering van een veiligheidsverificatie.
- Koninklijk besluit van 8 mei 2018 tot vaststelling van de activiteitensectoren en de bevoegde administratieve overheden bedoeld in artikel 22quinquies, § 7, van de wet van 11 december 1998 betreffende de classificatie en de veiligheidsmachtigingen, veiligheidsattesten en veiligheidsadviezen.

4. Welke persoonsgegevens worden verzameld en verwerkt ?

Om de verwerking te kunnen uitvoeren, verzamelt de FOD Buitenlandse Zaken de volgende categorieën van persoonsgegevens:

- Naam
- Voornaam (voornamen)
- Functie of beroep
- Nationaliteit
- Belgisch rijksregisternummer
- Identiteitskaart- of paspoortnummer
- Geboorteplaats
- Geboortedatum
- Volledig verblijfsadres
- Onderneming
- Ondernemingsnummer

5. Hoelang worden uw persoonsgegevens bewaard?

De FOD Buitenlandse Zaken bewaart uw persoonsgegevens enkel voor de periode die nodig is om het doel waarvoor ze werden verzameld, of het doel van hun verdere verwerking te bereiken, met name maximaal vijf jaar te rekenen vanaf de ontvangst van het veiligheidsadvies of, in geval van een klacht, gedurende de hele gerechtelijke procedure.

6. Hoe worden uw persoonsgegevens beschermd en opgeslagen?

Alle in elektronische vorm verstrekte persoonsgegevens (e-mails, documenten, gedownloade datasets, enz.) worden op de servers van de FOD Buitenlandse Zaken opgeslagen.

De onderaannemers van Europese Instellingen en organen zijn voor elke verwerking van uw persoonsgegevens voor rekening van deze Europese Instellingen en organen gebonden door een specifieke clausule en door de geheimhoudingsverplichtingen die voortvloeien uit de toepassing van verordening (EU) 2016/679 in de lidstaten van de EU.

Met het oog op de bescherming van de persoonsgegevens heeft de FOD Buitenlandse Zaken een reeks technische en organisatorische maatregelen getroffen. Technische maatregelen zijn bijvoorbeeld passende maatregelen inzake online veiligheid, het risico op verlies of wijziging van of de ongeoorloofde toegang tot de gegevens, rekening houdend met het risico dat de verwerking en de aard van de persoonsgegevens die worden verwerkt, met zich meebrengen. De organisatorische maatregelen zijn bedoeld om de toegang tot persoonsgegevens te beperken tot die personen die hiertoe bevoegd zijn en die een gerechtvaardigde behoefte hebben om er kennis van te nemen met het oog op de doelen van de verwerkingsactiviteit.

7. Wie heeft toegang tot uw persoonsgegevens en aan wie worden ze meegedeeld?

Het team van de FOD Buitenlandse Zaken dat verantwoordelijk is voor de uitvoering van de verwerking en het gemachtigd personeel op een “need-to-know”-basis hebben toegang tot uw persoonsgegevens. Deze medewerkers moeten de verplichtingen inzake statutaire geheimhoudingsplicht in acht nemen (artikel 10, §2 van het Koninklijk besluit van 2 oktober 1937 en de artikelen 23 en 24 van de wet van 11 december 1998).

Bovendien hebben de Nationale Veiligheidsoverheid, de betrokken Europese instellingen en organen en uw werkgever toegang tot de persoonsgegevens die in het toestemmingsformulier worden verstrekt.

8. Welke rechten hebt u en hoe kunt u deze uitoefenen?

Als betrokken persoon hebt u specifieke rechten die vermeld zijn in de artikelen 112-115 van hoofdstuk VI van de wet van 30 juli 2018 betreffende de bescherming van natuurlijke personen met betrekking tot de verwerking van persoonsgegevens.

Dit hoofdstuk omvat het recht om de verwerkingsverantwoordelijke te vragen om inzage te krijgen in de persoonsgegevens die u zelf heeft verstrekt, om onjuiste persoonsgegevens te laten verbeteren of verwijderen en om de naleving van de toepasselijke bepalingen van de wet van 30 juli bij de bevoegde toezichthoudende autoriteit te verifiëren.

9. Contactgegevens

- Verwerkingsverantwoordelijke: FOD Buitenlandse Zaken, Karmelietenstraat 15, 1000 BRUSSEL

Als u uw rechten overeenkomstig verordening (EU) 2016/679 wilt uitoefenen of als u opmerkingen of vragen heeft of uw bezorgdheid wilt uiten of een klacht wilt indienen over het verzamelen en het gebruik van uw persoonsgegevens, neem dan contact op met de verwerkingsverantwoordelijke.

- Functionaris voor gegevensbescherming (DPD-DPO) :

- van de FOD Buitenlandse Zaken : dpo@diplobel.fed.be

10. Waar vindt u meer informatie ?

Hiervoor kunt u contact opnemen met de functionaris voor gegevensbescherming (DPD-DPO) van de FOD Buitenlandse Zaken. Hij publiceert een register van alle door de FOD Buitenlandse Zaken gedocumenteerde en aangemelde verwerkingsactiviteiten met betrekking tot persoonsgegevens.

Contrat direct
Contractant
Numéro d'enregistrement légal
Adresse officielle
Adresse email

Legend:
- to be completed by contractor
- to be completed by Belgian authorities
- to be completed by European Commission

Pers ID	Name - Nom	Firstname - Prénom	Address - Adresse	Nr - N°	Zip code - Code Postal	City - Commune	Country - Pays	National Number - N° de registre national	Nationality - Nationalité	Date of birth - Date de Naissance

Place of birth - Lieu de Naissance	Employer - Employeur	Function - Fonction	Date Consentement	I - R - Initial request or renewal - Demande Initiale ou renouvellement	Date of request - Date de demande	Result - Résultat (POSITIF,NEGATIF ou EN ATTENTE)	Security advice valid until... - Avis de sécurité valable jusqu'à...

EUROPEAN COMMISSION
DIRECTORATE-GENERAL INFORMATICS

Directorate A – Strategy & Resources
DIGIT A3 – ICT Procurement & Contracts

Annex VI

Code of conduct for contractors and contractors' personnel

I. CODE OF CONDUCT FOR CONTRACTORS AND CONTRACTOR'S PERSONNEL

1. PURPOSE AND SCOPE OF THIS DOCUMENT

This Code of Conduct lays down general guidelines about the high standards of ethical behaviour that the contracting authority expects from its contractors and their personnel. These guidelines do not replace the contractors' strict obligations under the terms of the Direct Contract and the applicable law, but, rather, they supplement and clarify those obligations as appropriate. Contractors shall ensure that, when applicable, their personnel, their subcontractors and their respective personnel. are aware of, and abide by, these guidelines by reflecting the respective obligations in their contracts with their personnel and subcontractors.

It should be borne in mind that the guidelines laid down below do not necessarily have the same begin and end dates as the Direct Contract itself. In particular, some guidelines are appropriate for the phase-in and/or phase-out stages of a Direct Contract, irrespective of whether the latter has already been signed and/or has already expired.

2. DEFINITIONS

The definitions of "**contractor**" and "**personnel**" have the meaning as provided in the Direct Contract. For avoidance of any doubt, personnel of the contractors includes persons employed directly or indirectly or contracted by the contractor to perform the contract, including employees and freelancers and employees and freelancers of subcontractors.

- **"Consultant"** refers to external service providers providing a service to the contracting authority.

3. GUIDELINES FOR THE CONDUCT OF THE CONTRACTOR IN RELATION TO ITS PERSONNEL

3.1. Personnel in general

- The contractor shall ensure that consultants do not convey the impression that they are employed by the contracting authority, or that they are authorised to represent the contracting authority.
- The contractor shall make sure that the consultants have the necessary competences in order to perform the service in a professional way; an update of the skills should be foreseen in order to cope with the normal evolution of the software products. This kind of trainings may not incur additional costs for the contracting authority.

3.2. Additional guidelines for consultants working on the contracting authority's premises

- The contractor shall ensure that all consultants read, understand and are aware of the guidelines laid down in the **"Consultant's declaration"** found in Section II of this document. It shall take all measures deemed appropriate to ensure that the consultants do in fact follow those guidelines. The contractor shall require the consultants to sign a copy of the above-mentioned "Consultant's declaration" and the contractor shall provide the contracting authority with a signed copy whenever so required.
- The contractor shall pay special attention to the respect by the consultants of any safety and security requirements and procedures laid down by the contracting authority.

4. GUIDELINES FOR THE CONDUCT OF THE CONTRACTOR IN RELATION TO THE CONTRACTING AUTHORITY AND THE CONTRACTING AUTHORITY'S PERSONNEL

- The contractor shall not seek to obtain financial, contractual, commercial or other sensitive information which is not necessary for performing the Direct Contract. If —for whatever reason— such information is in fact obtained, the contractor shall refrain from using or disclosing it, unless the contracting authority explicitly authorises it to do so. The above does not apply to information which is already publicly available.
- The contractor shall not exert any pressure on the contracting authority's officials. In particular, he shall not seek to obtain any information on ongoing or forthcoming procurement procedures which is not already in the public domain.
- The contractor shall refrain from making any gifts or offers of hospitality to the contracting authority's officials.

5. GUIDELINES FOR THE CONTRACTOR IN RELATION TO ITS COMPETITORS

The contractor's competitors are likely to include other contractors of the contracting authority as well as (prospective) tenderers in procurement procedures run, or to be run, by the contracting authority. The contracting authority will not interfere with the contractor's dealings with these, or indeed any other, competitors.

The contracting authority does, however, expect the contractor to abide by a very high standard of professional deontology, guided by the principle of fair competition. In particular, the contractor should at all times be courteous, show restraint and avoid any form of competitor-bashing and harassment. In all cases, the contracting authority's premises may not be used for marketing or recruitment purposes.

6. GUIDELINES IN RELATION TO PERSONAL DATA

Under Regulation (EU) No 2018/1725, the contracting authority is responsible for the protection of personal data which it holds pertaining to third parties ("data subjects"). These include the contractor (when the contractor is a natural person) and contractor's personnel — but likewise contractors or the personnel employed by other contractors of the contracting authority.

It is possible that, while performing a Direct Contract, the contractor or its personnel becomes aware of contact details about personnel employed by other contractors, such as their telephone, e-mail address and/or office provided to them by the contracting authority. Such contact details coincide with "personal data" related to "data subjects" in the sense of Regulation (EU) No 2018/1725, which the contracting authority is obliged to protect.

The contracting authority will not interfere with the contractor's relations with such third parties, in particular for marketing or recruitment purposes. Hence it is permissible for the contractor to contact them for such purposes, provided that this does not cause the contracting authority to be in breach, or to appear to be in breach, of its obligations under Regulation (EU) No 1725/2018.

To this end, the following principles should be respected:

- The contractor must have become aware of the information in question as a result of normal professional contact and/or market knowledge — but not through access to internal information systems of the contracting authority.
- In any case, the contractor must be able to show that it has obtained the addressee's unambiguous consent for this type of contacts, and give him/her the opportunity to revoke that consent.

- Under no circumstances can the contracting authority's premises or infrastructure be used for marketing or recruitment purposes.

7. GUIDELINES ON USE OF IT EQUIPMENT, INFRASTRUCTURE AND RISK MANAGEMENT

When delivering or using any equipment, infrastructure and/or software, during implementation of IT projects of the contracting authority, the contractor shall always make sure that it is aligned with the established technology risk management framework. Those should be compliant with the IT Security guidelines applicable to the contract.

The contractor should make the personnel aware of the applicable guidelines linked to the usage, deployment and/or access to IT infrastructure and IT-related resources. IT assets should be adequately used (e.g. preventing unauthorised access, misuse, deletion, disclosure).

II. CONSULTANT'S DECLARATION

Direct Contract No …

[To be filled in and signed by each new consultant (including replacements) and in case of change of the consultant's status (e.g. from permanent employee of the contractor or its subcontractors to a freelancer/one-person company).]

Definitions

In the context of this document:

- **"Contractor"** refers to a sole contractor, to a consortium or to each member of a consortium (as well as, by extension and when appropriate, to subcontractors).
- **"Consultant"** refers to external service providers providing a service to the contracting authority.

I, the undersigned, …….……..……,

[Employee / freelancer] [of the company: …….....,][1]

Declare my awareness and agreement with the following ethical principles and obligations that apply to me as an employee/freelancer of the contractor providing services to the contracting authority and undertake to respect them.

Employer / Hierarchical link

- Consultants understand that they have no hierarchical link with the contracting authority. Accordingly, any staff matters directly related to the hierarchical link (career development, supervision of work quality, planning of leaves, etc.) must be dealt with the contractor (in case the contractor is an employer), but in any case not with the contracting authority.
- Consultants understand that they will never, and under no circumstance, be considered as employees of the contracting authority. They also understand that the contracting authority is prohibited from exercising control or supervision over them, other than those justified for the proper execution of the contract, the applicable safety and security standards and any other reason arising from the law. Similarly, consultants are prohibited from exercising control or supervision over the contracting authority's personnel.
- In addition, consultants must not, under any circumstances, convey the impression that they are employed by the contracting authority, or that they are authorised to represent the contracting authority. In particular, when signing documents or e-mails, or whenever their name appears in a document related to their work for the contracting authority, clear reference must be made to the fact that they work for the contractor. The contracting authority can issue more detailed instructions to this end.

Relations with the contracting authority and with the contracting authority's personnel

- Consultants understand that they shall not seek to obtain any information (be it political, judicial, contractual, commercial, budgetary or financial affairs, or the management of the contracting authority, the personnel or data processing, or other sensitive information) which is not necessary for performing the Direct Contract. If —for whatever reason— such information is in fact obtained, they shall refrain from using or disclosing it, unless the contracting authority explicitly authorises them to do so. The above does not apply to information which is already publicly available.
- Consultants shall not exert any pressure on the contracting authority's officials. In particular, they shall not seek to obtain any information on on-going or forthcoming procurement procedures which is not already in the public domain.

[1] Delete as appropriate.

- Consultants shall refrain from making any gifts or offers of hospitality to the contracting authority's officials.

Confidentiality

- Consultants must treat the information and/or documents that are made available to them or generated in the context of the implementation of the above-mentioned contract with the strictest confidentiality. No such information and/or documents will be divulged to any third parties without the prior authorisation of the contracting authority.
- Consultants are aware that tasks carried out in view of the implementation and/or performance of this contract are also governed by this principle of confidentiality.
- Consultants shall refrain from exploiting insights of a confidential nature in policy, strategy or internal processes that they may have acquired during their provision of service and that have not yet been made public or are not commonly available in the public domain.
- Consultants are aware of the fact that the principle of confidentiality pointed out in the first paragraph will continue to apply after the completion of the above-mentioned contract.
- All information and documents received will be used solely for the implementation and/or performance of this contract.

Contacts with other parties and publications

- Consultants shall not have contact with the press on matters relating to their work as a service provider at the contracting authority unless [their employer and] the contracting authority have agreed it beforehand.
- Consultants must not, alone or with others, publish or cause to be published any matter dealing with the work of the contracting authority without the written permission of [their employer and] the contracting authority. Such permission is subject to the conditions in force for all the personnel of the contracting authority.

Duty of loyalty

- Consultants shall carry out the provision of service solely with the interests of [their employer and] their client, i.e. the contracting authority, in mind.
- Consultants shall neither seek nor take instructions from any other party in the context of their provision of service to the contracting authority.
- Consultants shall carry out the duties of service provision assigned to them objectively, impartially and in keeping with their duties of loyalty [to their employer] as a contractor with the contracting authority.

Conflict of interests during the period of service provision

- Consultants shall not, in the performance of their duties as service providers providing a service to the contracting authority, deal with a matter in which, directly or indirectly, they have any personal interests such as to impair their independence, and, in particular, family and financial interests.
- During service provision, consultants shall not have any professional connections with third parties which might be incompatible with providing a service to the contracting authority (e.g. must not

work for lobbyists, legal attachés, other firms or entities involved in EU-related matters in their field of work etc.).

Safety and security

- Consultants must follow all safety and security requirements and procedures laid down by the contracting authority, in particular (but not limited to) the following:
  - Consultants must willingly comply with the requirements of the contracting authority's security services, including the inspection of the personal goods (by scanner or physical inspection).
  - When on the contracting authority's premises, consultants shall wear at all times the access card issued to them by the relevant contracting authority services. They must return the access card(s) before they leave, at first request by the contracting authority.
  - Consultants must never jeopardise the good functioning, the security or the confidentiality of the systems or data which they may have access to within the framework of their functions.
  - Consultants may not bring in, or let in, any unauthorised person to the contracting authority's premises.
  - If, at the contracting authority's discretion, consultants are entitled to use the parking lots available in the contracting authority's buildings, they must respect strictly the applicable rules and regulations. Failure to do so will result in the removal of the authorisation.
  - Consultants must keep secret the safety and security requirements and procedures as well as protection mechanisms which they may come to gain knowledge about in the process of their activities.
- Consultants must familiarise themselves, and comply strictly with, all security guidelines issued by DG HR's Security Directorate which will be made available to them at the start of their assignments.

Use of equipment and infrastructure

- Consultants must ensure that the equipment and infrastructure provided to them by the contracting authority remains in good working order and report any incidents to this effect. Use of this equipment and infrastructure, including software and access to information systems, must be limited to professional purposes related to the performance of contractual obligations.
- However, where applicable, use of standard computer equipment (including e-mail and Internet access) and fixed telephones for private purposes is tolerated under the same conditions as for the contracting authority's personnel, i.e. (in summary) as long as such use (i) is on a purely occasional basis and does not amount to extensive use; and (ii) is not for illegal or irregular purposes, in any way that might disrupt the functioning of the service itself or in any manner contrary to the interests of the contracting authority.
- Consultants must never copy illegally, carry, transmit nor destroy data, documentation, software or application programs, nor any material (even when obsolete). They must never access, nor even try to access data, locations or systems to which they have not been granted access or which they do not need to access for the implementation of their tasks.

- Consultant must not use software other than that which is usually installed on the desktop/laptop without prior formal approval from the contracting authority.

Conduct at work

- When on the contracting authority's premises, consultants must not perform any professional tasks which are not linked to the Direct Contract.
- Consultants may not make use of the contracting authority premises for marketing or recruitment purposes.
- Consultants must be aware that the contracting authority reserves the right to check the accuracy of any declarations about presence at the workplace, and to undertake corrective actions whenever necessary.
- Consultants are strongly expected to show EMAS awareness in their daily behaviour at the workplace. This includes, for instance, printing on both sides of the paper, switching off the lights and other equipment, using appropriate bins for waste recycling, etc.
- Consultants may not engage in any sort of unlawful or criminal behaviour.

Intellectual property rights

- Consultants declare that they have signed or have been informed, by the contractor, of the Direct Contract, especially Articles I.10 and II.13 thereof concerning intellectual property rights and exploitation of the results, and acknowledge that the Union acquires ownership of the results as defined in the Direct Contract. As a consequence, consultants acknowledge that the European Union acquires ownership of the results as defined in the Direct Contract, including all intellectual property rights, such as copyright on software developments made by them, for all territories worldwide and for the whole duration of the intellectual property rights concerned, at no additional price to the European Union and with no additional compensation for the consultants than their salary or fees received from the contractor.
- If consultants want to use open source software for their assignments, they must first provide all relevant information (e.g. on licences) both to the contractor and the contracting authority, as well as seek the prior authorisation of the contractor.
- As creators, consultants also confirm that they do not object to the following:
    (a) that their name be mentioned or not mentioned when the results are presented to the public;
    (b) that the results be divulged or not after they have been delivered in their final version to the contracting authority;
    (c) that the results be adapted, provided that this is done in a manner which is not prejudicial to their honour or reputation.

Declaration by freelancers

This section is only applicable to consultants providing services as contractor's staff without employment contract (as defined in Article I.8.2(d) of the Direct Contract) or as freelancers signing a Direct Contract with the contracting authority

- Consultants pertaining to this category declare that they agree to participate with the contractor in the request for services of the latter's contracts issued by the contracting authority. They further declare that they are able and willing to work within the overall execution period defined by the contracting authority, as foreseen in the Direct Contract.
- Consultants pertaining to this category declare that they are aware of their obligations deriving from the legislation in force of the country(/ies) in which they will provide their services under the present contract. These obligations may include, amongst others, any obligation to be registered for VAT purposes and/or in the commercial register (e.g. *Banque-Carrefour des Entreprises* in Belgium). They are aware that, upon request of the contractor or the contracting authority, they should be able to submit, at any time, evidence of their compliance with their aforementioned obligations.
- Consultants pertaining to this category declare that they will provide the services in their capacity as:
  - [an individual (self-employed natural person);]
  - [a representative of a company (legal person) having at the date of signature of the present declaration:
    - only one owner/administrator who is also the only active person (employee or not) providing IT services in that company;
    - several company owners or administrators, but in which only one person (employee or not) is active in providing IT services;
    - one or several company owners or administrators, in which maximum two persons (employees or not) with family ties are active in providing IT services.][2]
- Consultants pertaining to this category commit to provide, should they be requested by the contracting authority, any document (including one issued by an independent third-party, like Office for Social Security, National Revenue Service, etc.) evidencing the above capacity.

Termination of service provision

Consultants are aware that the employer and/or the contracting authority reserve their legal right to terminate or request the termination of the consultants' service provision and to pursue any person who does not respect the above-mentioned obligations and requirements.

Consultant's name	
Consultant's own company: name, legal address and VAT no. **[To be filled <u>only</u> by consultants without employment contract**	

[2] Delete as appropriate.

with the contractor]	
Consultant's signature	
Place, date	

DECLARATION ON THE LIST OF PRE-EXISTING RIGHTS

I, [*insert name of the authorised representative of the contractor*], representing [*insert name of the contractor*] ('the contractor'), party to the direct contract [*insert title and number*] [*option 1:* warrant that the results are free of rights or claims from creators or from any third parties for any use the contracting authority may envisage and declare that the results do not contain any pre-existing rights to the results or parts of the results or to pre-existing materials as defined in the above-mentioned contract.] [*option 2*[1]*:* warrant that the results and the pre-existing material incorporated in the results are free of rights or claims from creators or from any third parties for any use the contracting authority may envisage and declare that the results contain the following pre-existing rights:]

Please fill in the table – one line per pre-existing right

Result concerned	Pre-existing material concerned	Rights to pre-existing material	Identification of rights' holder

Date, place, signature

[1] In this case, the table on pre-existing rights must be filled in.

Statement of contractor concerning rights to delivered results

I, [*insert name of the authorised representative of the contractor*], representing [*insert name of the contractor*], party to the direct contract [*insert title and number*], ('the contractor') warrant that the contractor holds all rights to the delivered results listed below [*insert titles and description of relevant results*].

The above-mentioned results were prepared by [*insert names of creators*]. The creators transferred all their relevant rights to the results to [the contractor] [*insert name of the rights holder*] through [an agreement] [an employment contract] [a relevant extract of] which is attached to this statement.

The creators [received all their remuneration on [*insert date*]] [will receive all their remuneration as agreed within [*complete*] weeks from [delivery of this statement] [receipt of confirmation of acceptance of the work]. [The statement of the creators confirming payment is attached].

Date, place, signature

Statement by the creator (or right holder)

Concerning [*insert name of the relevant result*] delivered as part of the [direct] contract [*insert title and number*]
concluded between the contracting authority and [*name of the contractor*]

I the undersigned [*insert name of the creator or authorised representative of the right holder*] [representing [*insert name of the right holder*]] declare that I am the right holder of: [*identify the relevant parts of the result*] [which I created] [for which I received rights from [*insert name of other right holder*]].

I am aware of the above [direct] contract, especially Article [II.13] concerning intellectual property rights and exploitation of the results and I confirm that I transferred all the relevant rights to [*insert name of contractor or other intermediary right holder*].

I declare that [I have received full remuneration] [I agreed to receive remuneration by [*insert date*]].

[As creator, I also confirm that I do not object to the following:

(a) that my name be mentioned or not mentioned when the results are presented to the public;
(b) that the results be divulged or not after they have been delivered in their final version to the contracting authority;
(c) that the results be adapted, provided that this is done in a manner which is not prejudicial to my honour or reputation.]

Date, place, signature

LETTER FOR [PERFORMANCE] [RETENTION MONEY] FIRST DEMAND GUARANTEE

[*Insert name and address of financial institution or bank (Letterhead)*]

[*Insert place and date*]

European Union
Represented by the European Commission
Directorate-General [*insert name*] – Unit [*insert name*]
B – 1049 Belgium

Reference: Contract [*Insert number and exact title*]

ARTICLE 1 – DECLARATION ON GUARANTEE, AMOUNT AND PURPOSE

We, the undersigned [*insert name and address of the financial institution or bank*] ('the Guarantor') hereby confirm that we give the European Union, represented by the European Commission ('the Commission') an unconditional, irrevocable and independent first-demand guarantee consisting in the undertaking to pay to the Commission a sum equivalent to the amount of:

EUR [*insert amount in figures and in words*]

upon simple demand, for guarantee of the [*Option for performance:* compliance with substantial contractual obligations] [*Option for retention:* remedy of defects during the contract liability period] under the contract [*insert number and exact title*] ('the contract') concluded between the Commission and [*insert name and address*], ('the Contractor').

ARTICLE 2 – EXECUTION OF GUARANTEE

If the Accounting Officer of the Commission gives notice that the Contractor has for any reason failed to [*Option for performance:* comply with substantial contractual obligations] [*Option for retention:* remedy defects during the contract liability period] under the contract by the due date, we, acting for account of the Contractor, shall pay immediately up to the above amount, in EUR, without exception or objection, into [a bank account designated by the Commission] [the following bank account: [*insert number*]], on receipt of the first written request from the Commission. We shall inform the Commission in writing as soon as the payment has been made.

ARTICLE 3 – OBLIGATIONS OF THE GUARANTOR

1. We waive the right to require exhaustion of remedies against the Contractor, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the Contractor may have against the Commission under the contract or in connection with it or on any other grounds.

2. Our obligations under this guarantee shall not be affected by any arrangements or agreements made by the Commission with the Contractor which may concern its obligations under the contract.

3. We shall inform immediately the Commission in writing, by registered letter or by courier with written receipt or equivalent, in the event of a change of our legal status, ownership or address.

ARTICLE 4 – DATE OF ENTRY INTO FORCE

This guarantee shall come into force upon its signature.

ARTICLE 5 – END DATE AND CONDITIONS OF RELEASE

1. We may be released from this guarantee only with the Commission's written consent.

2. This guarantee shall expire on return of this original document by the Commission to our offices.

3. [*Option 1a for performance guarantee*: This must occur at the latest 30 days after the payment of the balance under the contract has been made or four months after the notification of the corresponding debit note.]

   [*Option 1b for retention money guarantee*: This must occur at the latest 30 days after final approval of the deliverables linked to the performance of the contract or four months after the notification of the corresponding debit note.]

   [*Option 2 to be used only if the law applicable to the guarantee imposes a precise expiry date*: This must occur, in any case, at the latest, on [*indicate a precise date*].]

4. After expiry, this guarantee shall become automatically null and no claim relating thereto shall be receivable for any reason whatsoever.

ARTICLE 6 – APPLICABLE LAW AND COMPETENT JURISDICTION

[*Option 1:* Any dispute concerning this guarantee shall be governed by and construed in accordance with the law of [*insert law applicable to the contract*] and shall fall within the sole competence of the Courts of [*insert the corresponding national courts as indicated in the contract*].]

[*Option 2*: Any dispute concerning this guarantee shall be governed by and construed in accordance with the law of [*insert the country of establishment of the Contractor or Bank*] and fall within the sole competence of the [*insert the corresponding national courts*] Courts.]

ARTICLE 7 - ASSIGNMENT

The rights arising from this guarantee may not be assigned.

Done at [*insert place*], on [*insert date*]

[*Signature*]	[*Signature*]
[*Function at the Financial Institution/Bank*]/	[*Function at the Financial Institution/Bank*]

TASK ACCEPTANCE FORM

"QUOTED TIME & MEANS"

FOR DIRECT CONTRACT N° xxxxx

Original document - duly signed - to be attached to the invoice
Invoicing period: from ____/____/____ till ____/____/____

RECEIPT OF WORK

To be filled in by the Contractor and by the Commission

	Contractor	**Commission**
Date of **last** delivery **of invoicing period**		
Person responsible for checking (in block capitals)		
Comments		
Date and signature		

ACCEPTANCE AND VALIDATION OF WORK

To be filled in by the Commission

Official responsible for acceptance (in block capitals): **OIA (*)**	
Date and signature	
Official responsible for final validation (in block capitals)**: OVA (*)**	
Date and signature	

(*)

OIA : The Commission's responsible in charge of the reception of the work is obliged to act as **OIA** (Operational initiating agent) for his General Directorate.

OVA : The Commission's responsible in charge of the final validation of the work is obliged to act as **OVA** (Operational verifying agent) for his General Directorate.

"FIXED PRICE" CERTIFICATE OF CONFORMITY

FOR DIRECT CONTRACT N° xx

Deliverables

Original document - duly signed - to be attached to the invoice
Invoicing period: from __/__/____ till __/__/____

RECEIPT OF WORK

To be filled in by the Contractor and the Commission.

	Contractor	**Commission**
Date of **last** delivery **of invoicing period**		
Person responsible for checking (in block capitals)		
Comments		
Date and signature		

ACCEPTANCE AND VALIDATION OF WORK/DELIVERABLE

To be filled in by the Commission.

Official responsible for acceptance (in block capitals) : OIA (*)	
Date and signature	
Official responsible for final validation (in block capitals) : OVA (*)	
Date and signature	

(*)
OIA: The Commission's responsible in charge of the reception of the work is obliged to act as **OIA** (Operational initiating agent) for his General Directorate.

OVA: The Commission's responsible in charge of the final validation of the work is obliged to act as **OVA** (Operational verifying agent) for his General Directorate.

This Control Sheet updates all the information below in all forms from January-December

NORMAL WORKING HOURS	**Complete the correct information in the yellow fields**
Year	**2020**
	DIRECT CONTRACT IDENTIFICATION
Reference and Dates of DIRECT CONTRACT	**DPS-**
Name of Contractor	**Xyyyyyy (Consortium)**
Reference Procurement Procedure	**DIGIT/A3/XX/20XX/XXX**
Domain	**Domain**
From	**dd/mm/yyyy**
To	**dd/mm/yyyy**
	DIRECT CONTRACT CHARACTERISTICS
Program / Project	**PROGRAM XXX** **PROJECT XXX**
Institution / DG / Unit	**Institution / DG / Unit / additional info**
First Name & LAST NAME of Service Provider (Expert)	**First Name & LAST NAME**
Administrative Address of Service Provider	**YY xx xx/xxx**
Tel number	**xxxxx**
Reference and Dates of DIRECT CONTRACT	**DC xxx**
From	**dd/mm/yyyy**
To	**dd/mm/yyyy**
DC Total number of Days	
Total number of days to be worked at	

Specific date	

If consortium, please fill in the consortium name

Please fill in the procedure name
Please fill in the domain
Start date of DIRECT CONTRACT
End date of DIRECT CONTRACT

Fill in the project to which the DC relates to (e.g. Sysper2; Opsys; etc.)

Commission / DIGIT.A.1. / TRA+SUP

IMCO 6 ; JMO CC/144 ; etc
EC GESTEL Allocated Tel No

DC xx
Start date of DC
End date of DC
Total number of days specified in the DC

Total number of days specified in the DC **still to be worked at a specific date** (i.e. remaining days on the 1st of January for contracts overlapping over year n-1 and year n, or total number of days for contracts starting in year n).

Mandatory fields

Last date included in the previous attendance sheet before the carry over in year n of the balance of working days (i.e. 31/12/n-1) or start date of the contract in year n when there is no overlapping with year n-1.

MONTHLY ATTENDANCE SHEET FOR NORMAL WORKING HOURS

January 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	Number of days to be worked (as indicated in the direct contract)
DPS-	**DC xxx**	**0**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

Total days	Remaining Days
(Beginning of Month -->)	**0.00**
0	**0.00**

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JANUARY																															
FEBRUARY																															
MARCH																															
APRIL																															
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SEPTEMBER																															
OCTOBER																															
NOVEMBER																															
DECEMBER																															

1 day = **W** : Worked full day
1/2 day = **V** : Worked half day
C : Holiday
H : Hand-Over day
O : Other charge-free services

REMARKS :	COMMISSION APPROVAL -- CERTIFIED CORRECT	
	OIA (Operational Initiating Agent)	**OVA (Operational Verifying Agent)**
	NAME :	NAME :
	DATE :	DATE :
	SIGNATURE :	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR NORMAL WORKING HOURS

February 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	Number of days to be worked (as indicated in the direct contract)
DPS-	**DC xxx**	**0**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

Total days	Remaining Days
(Beginning of Month -->)	**0.00**
0	**0.00**

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
JANUARY																													
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NOVEMBER																													
DECEMBER																													

1 day = **W** : Worked full day
1/2 day = **V** : Worked half day
C : Holiday
H : Hand-Over day
O : Other charge-free services

REMARKS :	COMMISSION APPROVAL -- CERTIFIED CORRECT	
	OIA (Operational Initiating Agent)	**OVA (Operational Verifying Agent)**
	NAME :	NAME :
	DATE :	DATE :
	SIGNATURE :	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR NORMAL WORKING HOURS

March 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	Number of days to be worked (as indicated in the direct contract)
DPS-	**DC xxx**	**0**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total days	Remaining Days
JANUARY																																*(Beginning of Month -->)*	**0.00**
FEBRUARY																																	
MARCH																																**0**	**0.00**
APRIL																																	
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SEPTEMBER																																	
OCTOBER																																	
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DECEMBER																																	

1 day = **W** : Worked full day
1/2 day = **V** : Worked half day
C : Holiday
H : Hand-Over day
O : Other charge-free services

REMARKS :	COMMISSION APPROVAL -- CERTIFIED CORRECT	
	OIA (Operational Initiating Agent)	**OVA (Operational Verifying Agent)**
	NAME :	NAME :
	DATE :	DATE :
	SIGNATURE :	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR NORMAL WORKING HOURS

April 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	Number of days to be worked (as indicated in the direct contract)
DPS-	**DC xxx**	**0**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

Total days	Remaining Days
(Beginning of Month -->)	**0.00**
0	**0.00**

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
JANUARY																														
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DECEMBER																														

1 day = **W** : Worked full day
1/2 day = **V** : Worked half day
C : Holiday
H : Hand-Over day
O : Other charge-free services

REMARKS :	COMMISSION APPROVAL -- CERTIFIED CORRECT	
	OIA (Operational Initiating Agent)	**OVA (Operational Verifying Agent)**
	NAME :	NAME :
	DATE :	DATE :
	SIGNATURE :	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR NORMAL WORKING HOURS

May 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	Number of days to be worked (as indicated in the direct contract)
DPS-	**DC xxx**	**0**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total days	Remaining Days
JANUARY																																*(Beginning of Month -->)*	**0.00**
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1 day = **W** : Worked full day
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C : Holiday
H : Hand-Over day
O : Other charge-free services

REMARKS :	COMMISSION APPROVAL -- CERTIFIED CORRECT	
	OIA (Operational Initiating Agent)	**OVA (Operational Verifying Agent)**
	NAME :	NAME :
	DATE :	DATE :
	SIGNATURE :	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR NORMAL WORKING HOURS

June 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	Number of days to be worked (as indicated in the direct contract)
DPS-	**DC xxx**	**0**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total days	Remaining Days
JANUARY																															*(Beginning of Month -->)*	**0.00**
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DECEMBER																																

1 day = **W** : Worked full day **C** : Holiday **H** : Hand-Over day

1/2 day = **V** : Worked half day **O** : Other charge-free services

REMARKS :	COMMISSION APPROVAL -- CERTIFIED CORRECT	
	OIA (Operational Initiating Agent)	**OVA (Operational Verifying Agent)**
	NAME :	NAME :
	DATE :	DATE :
	SIGNATURE :	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR NORMAL WORKING HOURS

July 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	Number of days to be worked (as indicated in the direct contract)
DPS-	**DC xxx**	**0**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total days	Remaining Days
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1 day = **W** : Worked full day
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O : Other charge-free services

REMARKS :	COMMISSION APPROVAL -- CERTIFIED CORRECT	
	OIA (Operational Initiating Agent)	**OVA (Operational Verifying Agent)**
	NAME :	NAME :
	DATE :	DATE :
	SIGNATURE :	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR NORMAL WORKING HOURS

August 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	Number of days to be worked (as indicated in the direct contract)
DPS-	**DC xxx**	**0**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total days	Remaining Days
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1 day = **W** : Worked full day
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C : Holiday
H : Hand-Over day
O : Other charge-free services

REMARKS :	COMMISSION APPROVAL -- CERTIFIED CORRECT	
	OIA (Operational Initiating Agent)	**OVA (Operational Verifying Agent)**
	NAME :	NAME :
	DATE :	DATE :
	SIGNATURE :	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR NORMAL WORKING HOURS

September 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	Number of days to be worked (as indicated in the direct contract)
DPS-	**DC xxx**	**0**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total days	Remaining Days
JANUARY																															*(Beginning of Month -->)*	**0.00**
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1 day = **W** : Worked full day
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C : Holiday
H : Hand-Over day
O : Other charge-free services

REMARKS :	COMMISSION APPROVAL -- CERTIFIED CORRECT	
	OIA (Operational Initiating Agent)	**OVA (Operational Verifying Agent)**
	NAME :	NAME :
	DATE :	DATE :
	SIGNATURE :	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR NORMAL WORKING HOURS

October 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	Number of days to be worked (as indicated in the direct contract)
DPS-	**DC xxx**	**0**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total days	Remaining Days
																																(Beginning of Month -->)	**0.00**
JANUARY																																	
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SEPTEMBER																																	
OCTOBER																																**0**	**0.00**
NOVEMBER																																	
DECEMBER																																	

1 day = **W** : Worked full day
1/2 day = **V** : Worked half day
C : Holiday
H : Hand-Over day
O : Other charge-free services

REMARKS :

COMMISSION APPROVAL -- CERTIFIED CORRECT	
OIA (Operational Initiating Agent)	**OVA (Operational Verifying Agent)**
NAME :	NAME :
DATE :	DATE :
SIGNATURE :	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR NORMAL WORKING HOURS

November 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	Number of days to be worked (as indicated in the direct contract)
DPS-	**DC xxx**	**0**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total days	Remaining Days
																															(Beginning of Month -->)	**0.00**
JANUARY																																
FEBRUARY																																
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SEPTEMBER																																
OCTOBER																																
NOVEMBER																															**0**	**0.00**
DECEMBER																																

1 day = **W** : Worked full day
1/2 day = **V** : Worked half day
C : Holiday
H : Hand-Over day
O : Other charge-free services

REMARKS :

COMMISSION APPROVAL -- CERTIFIED CORRECT	
OIA (Operational Initiating Agent)	**OVA (Operational Verifying Agent)**
NAME :	NAME :
DATE :	DATE :
SIGNATURE :	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR NORMAL WORKING HOURS

December 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	Number of days to be worked (as indicated in the direct contract)
DPS-	**DC xxx**	**0**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total days	Remaining Days
																																(Beginning of Month -->)	**0.00**
JANUARY																																	
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OCTOBER																																	
NOVEMBER																																	
DECEMBER																																**0**	**0.00**

1 day = **W** : Worked full day **C** : Holiday **H** : Hand-Over day

1/2 day = **V** : Worked half day **O** : Other charge-free services

REMARKS :	COMMISSION APPROVAL -- CERTIFIED CORRECT	
	OIA (Operational Initiating Agent)	**OVA (Operational Verifying Agent)**
	NAME :	NAME :
	DATE :	DATE :
	SIGNATURE :	SIGNATURE :

This Control Sheet updates all the information below in all forms from January-December

	MONTHLY ATTENDANCE SHEET FOR ON-CALL SERVICE
	Complete the correct information in the yellow fields
Year	**2020**
	DIRECT CONTRACT IDENTIFICATION
Reference and Dates of DIRECT CONTRACT	**DPS-**
Name of Contractor	**Xyyyyyy (Consortium)**
Reference Procurement Procedure	**DIGIT/A3/XX/20XX/XXX**
Domain	**Domain**
From	**dd/mm/yyyy**
To	**dd/mm/yyyy**
	DIRECT CONTRACT CHARACTERISTICS
Program / Project	**PROGRAM XXX** **PROJECT XXX**
Institution / DG / Unit	**Institution / DG / Unit / additional info**
First Name & LAST NAME of Service Provider (Expert)	**First Name & LAST NAME**
Administrative Address of Service Provider	**YY xx xx/xxx**
Tel number	**xxxxx**
Reference and Dates of DIRECT CONTRACT	**DC xxx**
From	**dd/mm/yyyy**
To	**dd/mm/yyyy**
DC Total number of Days	
Total number of days to be worked at	

Specific date	

If consortium, please fill in the consortium name
Please fill in the procedure name Please fill in the domain if applicable Start date of DIRECT CONTRACT End date of DIRECT CONTRACT
Fill in the project to which the DC relates to (e.g. Sysper2; Opsys; etc.) e.g.: Commission / DIGIT.A.1. / User services and relationship management e.g.: Belliard 28, B-28 07/131, etc. EC GESTEL Allocated Tel No DC xx Start date of DC End date of DC Total number of days specified in the DC Total number of days specified in the DC **still to be worked at a specific date** (i.e. remaining days on the 1st of January for contracts overlapping over year n-1 and year n, or total number of days for contracts starting in year n).

Mandatory fields

Last date included in the previous attendance sheet before the carry over in year n of the balance of working days (i.e. 31/12/n-1) or start date of the contract in year n when there is no overlapping with year n-1.

MONTHLY ATTENDANCE SHEET FOR ON-CALL SERVICE

January 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	DC number related to ON-CALL
DPS-	**DC xxx**	**XXXXXXX**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
JANUARY																															
FEBRUARY																															
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JULY																															
AUGUST																															
SEPTEMBER																															
OCTOBER																															
NOVEMBER																															
DECEMBER																															

Total days	
0	Normal
0	Saturday
0	Sunday
0	Holiday

for each day where on-call service applies, type an W / WS / WU / WH on the day the service begins

W : Normal day ON-CALL
WS : Saturday ON-CALL
WU : Sunday ON-CALL
WH : Holiday ON-CALL

REMARKS :

COMMISSION APPROVAL

NAME :

DATE :

SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR ON-CALL SERVICE

February 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	DC number related to ON-CALL
DPS-	**DC xxx**	**XXXXXXX**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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SEPTEMBER																															
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DECEMBER																															

Total days	
0	Normal
0	Saturday
0	Sunday
0	Holiday

for each day where on-call service applies, type an W / WS / WU / WH on the day the service begins

W : Normal day ON-CALL **WU** : Sunday ON-CALL

WS : Saturday ON-CALL **WH** : Holiday ON-CALL

REMARKS :	**COMMISSION APPROVAL**
	NAME :
	DATE :
	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR ON-CALL SERVICE

March 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	DC number related to ON-CALL
DPS-	**DC xxx**	**XXXXXXX**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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DECEMBER																															

Total days	
0	Normal
0	Saturday
0	Sunday
0	Holiday

for each day where on-call service applies, type an W / WS / WU / WH on the day the service begins

W : Normal day ON-CALL **WU** : Sunday ON-CALL

WS : Saturday ON-CALL **WH** : Holiday ON-CALL

REMARKS :	**COMMISSION APPROVAL**
	NAME :
	DATE :
	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR ON-CALL SERVICE

April 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	DC number related to ON-CALL
DPS-	**DC xxx**	**XXXXXXX**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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DECEMBER																															

Total days	
0	Normal
0	Saturday
0	Sunday
0	Holiday

for each day where on-call service applies, type an W / WS / WU / WH on the day the service begins

W : Normal day ON-CALL **WU** : Sunday ON-CALL

WS : Saturday ON-CALL **WH** : Holiday ON-CALL

REMARKS :	**COMMISSION APPROVAL**
	NAME :
	DATE :
	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR ON-CALL SERVICE

May 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	DC number related to ON-CALL
DPS-	**DC xxx**	**XXXXXXX**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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Total days	
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0	Saturday
0	Sunday
0	Holiday

for each day where on-call service applies, type an W / WS / WU / WH on the day the service begins

W : Normal day ON-CALL **WU** : Sunday ON-CALL

WS : Saturday ON-CALL **WH** : Holiday ON-CALL

REMARKS :	**COMMISSION APPROVAL**
	NAME :
	DATE :
	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR ON-CALL SERVICE

June 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	DC number related to ON-CALL
DPS-	**DC xxx**	**XXXXXXX**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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W : Normal day ON-CALL **WU** : Sunday ON-CALL

WS : Saturday ON-CALL **WH** : Holiday ON-CALL

REMARKS :	**COMMISSION APPROVAL**
	NAME :
	DATE :
	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR ON-CALL SERVICE

July	2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	DC number related to ON-CALL
DPS-	**DC xxx**	**XXXXXXX**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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WS : Saturday ON-CALL **WH** : Holiday ON-CALL

REMARKS :	**COMMISSION APPROVAL**
	NAME :
	DATE :
	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR ON-CALL SERVICE

August 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	DC number related to ON-CALL
DPS-	**DC xxx**	**XXXXXXX**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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W : Normal day ON-CALL **WU** : Sunday ON-CALL

WS : Saturday ON-CALL **WH** : Holiday ON-CALL

REMARKS :	**COMMISSION APPROVAL**
	NAME :
	DATE :
	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR ON-CALL SERVICE

September 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	DC number related to ON-CALL
DPS-	**DC xxx**	**XXXXXXX**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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for each day where on-call service applies, type an W / WS / WU / WH on the day the service begins

W : Normal day ON-CALL **WU** : Sunday ON-CALL

WS : Saturday ON-CALL **WH** : Holiday ON-CALL

REMARKS :	**COMMISSION APPROVAL**
	NAME :
	DATE :
	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR ON-CALL SERVICE

October 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	DC number related to ON-CALL
DPS-	**DC xxx**	**XXXXXXX**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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for each day where on-call service applies, type an W / WS / WU / WH on the day the service begins

W : Normal day ON-CALL **WU** : Sunday ON-CALL

WS : Saturday ON-CALL **WH** : Holiday ON-CALL

REMARKS :	**COMMISSION APPROVAL**
	NAME :
	DATE :
	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR ON-CALL SERVICE

November 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	DC number related to ON-CALL
DPS-	**DC xxx**	**XXXXXXX**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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for each day where on-call service applies, type an W / WS / WU / WH on the day the service begins

W : Normal day ON-CALL **WU** : Sunday ON-CALL

WS : Saturday ON-CALL **WH** : Holiday ON-CALL

REMARKS :	**COMMISSION APPROVAL**
	NAME :
	DATE :
	SIGNATURE :

MONTHLY ATTENDANCE SHEET FOR ON-CALL SERVICE

December 2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	DC number related to ON-CALL
DPS-	**DC xxx**	**XXXXXXX**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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for each day where on-call service applies, type an W / WS / WU / WH on the day the service begins

W : Normal day ON-CALL **WU** : Sunday ON-CALL

WS : Saturday ON-CALL **WH** : Holiday ON-CALL

REMARKS :	**COMMISSION APPROVAL**
	NAME :
	DATE :
	SIGNATURE :

This Control Sheet updates all the information below in all forms from January-December

OUTSIDE NORMAL WORKING HOURS	**Complete the correct information in the yellow fields**
Year	**2020**
	DIRECT CONTRACT IDENTIFICATION
Reference and Dates of DIRECT CONTRACT	**DPS-**
Name of Contractor	**Xyyyyyy (Consortium)**
Reference Procurement Procedure	**DIGIT/A3/XX/20XX/XXX**
Domain	**Domain**
From	**dd/mm/yyyy**
To	**dd/mm/yyyy**
	DIRECT CONTRACT CHARACTERISTICS
Program / Project	**PROGRAM XXX** **PROJECT XXX**
Institution / DG / Unit	**Institution / DG / Unit / additional info**
First Name & LAST NAME of Service Provider (Expert)	**First Name & LAST NAME**
Administrative Address of Service Provider	**YY xx xx/xxx**
Tel number	**xxxxx**
Reference and Dates of DIRECT CONTRACT	**DC xxx**
From	**dd/mm/yyyy**
To	**dd/mm/yyyy**
DC Total number of Days	**xx**
Total number of days to be worked at	**yy**

Specific date	**dd/mm/yyyy**

Contract parameters	
Normal working hours	**Weekday** **h:mm - h:mm**
Extended Working Hours on Normal Working Days	**Weekday** **h:mm - h:mm** **h:mm - h:mm**
Extended Working Hours on Saturday	**Saturday** **h:mm - h:mm**
Extended Working Hours on Sunday	**Sunday** **h:mm - h:mm**
Extended Working Hours on Holidays	**EC holiday** **h:mm - h:mm**

If consortium, please fill in the consortium name

Please fill in the procedure name
Please fill in the domain if applicable
Start date of DIRECT CONTRACT
End date of DIRECT CONTRACT

Fill in the project to which the DC relates to (e.g. Sysper2; Opsys; etc.)

e.g.: Commission / DIGIT.A.1. / User services and relationship management

e.g.: Belliard 28, B-28 07/131, etc.
EC GESTEL Allocated Tel No

DC xx
Start date of DC
End date of DC
Total number of days specified in the DC

Total number of days specified in the DC **still to be worked at a specific date** (i.e. remaining days on the 1st of January for contracts overlapping over year n-1 and year n, or total number of days for contracts starting in year n).

Mandatory fields

Last date included in the previous attendance sheet before the carry over in year n of the balance of working days (i.e. 31/12/n-1) or start date of the contract in year n when there is no overlapping with year n-1.

Please indicate wich range is foreseen **in the DC**
Please indicate wich range is foreseen **in the DC**
Please indicate wich range is foreseen **in the DC**
Please indicate wich range is foreseen **in the DC**
Please indicate wich range is foreseen **in the DC**

Examples				
Weekday **07:00 - 20:00**	**Weekday** **8:00 - 20:00**	**Weekday** **8:30 - 17:30**	**Weekday** **8:00 - 18:00**	**Weekday** **7:00 - 19:00 or** **8:00 - 20:00**
Weekday **00:00 - 7:00** **20:00 - 24:00**	**Weekday** **00:00 - 8:00** **20:00 - 24:00**	**Weekday** **00:00 - 8:30** **17:30 - 24:00**	**Weekday** **00:00 - 8:00** **18:00 - 24:00**	**Weekday** **00:00 - 7:00/8:00** **19:00/20:00 -** **24:00**
Saturday **0:00 - 24:00**	**Saturday** **0:00 - 24:00**	**Saturday** **0:00 - 24:00**	**Saturday** **0:00 - 24:00**	**Saturday** **0:00 - 24:00**
Sunday **0:00 - 24:00**	**Sunday** **0:00 - 24:00**	**Sunday** **0:00 - 24:00**	**Sunday** **0:00 - 24:00**	**Sunday** **0:00 - 24:00**
EC holiday **0:00 - 24:00**	**EC holiday** **0:00 - 24:00**	**EC holiday** **0:00 - 24:00**	**EC holiday** **0:00 - 24:00**	**EC holiday** **0:00 - 24:00**

Weekday **8:00 - 19:00**	**Weekday** **7:00 - 20:30**
Weekday **00:00 - 8:00** **19:00 - 24:00**	**Weekday** **00:00 - 7:00** **20:30 - 24:00**
Saturday **0:00 - 24:00**	**Saturday** **0:00 - 24:00**
Sunday **0:00 - 24:00**	**Sunday** **0:00 - 24:00**
EC holiday **0:00 - 24:00**	**EC holiday** **0:00 - 24:00**

MONTHLY ATTENDANCE SHEET FOR OUTSIDE NORMAL WORKING HOURS

Month	2020

SERVICE PROVIDER			
First Name & LAST NAME	Signature	Administration address	Tel.
First Name & LAST NAME	Date :	**YY xx xx/xxx**	**xxxxx**

Name of contractor
Xyyyyyy (Consortium)

Program / Project	Institution / DG / Unit
PROGRAM XXX PROJECT XXX	**Institution / DG / Unit / additional info**

Reference and dates of PROCEDURE	Reference and dates of DIRECT CONTRACT	DC number related to ONWH
DPS-	**DC xxx**	**XXXXXXX**
from dd/mm/yyyy to dd/mm/yyyy	from dd/mm/yyyy to dd/mm/yyyy	

Weekday begins at Monday 0:00 and ends at Friday 24:00

This document is an annex to the monthly Time Sheet.

time in "hours : minutes"

Date day dd/mm/yyyy Type dd/mm/yyyy	From h:mm	Till h:mm	Duration h:mm	Reason	Total of outside normal working hours by type					
					Weekday h:mm - h:mm	Weekday h:mm - h:mm h:mm - h:mm	Saturday h:mm - h:mm	Sunday h:mm - h:mm	EC holiday h:mm - h:mm	TOTAL h:mm
					A	A	B	C	D	
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
	00:00	00:00	0:00		0:00	0:00	0:00	0:00	0:00	0:00
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COMMISSION APPROVAL

NAME :

DATE :

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EUROPEAN COMMISSION

Environmental Management System

EMAS Environmental Policy

In 1997, the European Commission started a process of green housekeeping activities and subsequently in 2001, decided to pilot an environmental management system as laid down in Regulation (EC) 761/2001 allowing voluntary participation by organisations in a Community eco-management and audit scheme (EMAS).

In 2009, the Commission decided to extend this environmental management system to all its activities and buildings in Brussels and Luxembourg as described in Decision C (2009) 6873). In making this commitment, the European Commission recognises the positive contribution it can make to sustainable development as a long-term goal, through its policy and legislative processes as well as in its day-to-day operations and decisions.

Concretely, the Commission commits to minimise the environmental impact of its everyday work and continuously improve its environmental performance by:

(1) Taking measures to prevent pollution and to achieve more efficient use of natural resources (mainly energy, water and paper);

(2) Taking measures to reduce overall CO_2 emissions (mainly from buildings and transport);

(3) Encouraging waste prevention, maximising waste recycling and reusing and optimising waste disposal;

(4) Integrating environmental criteria into public procurement procedures and into the rules regarding the organisation of events;

(5) Complying with relevant environmental legislation and regulations;

(6) Stimulating the sustainable behaviour of all staff and subcontractors through training, information and awareness-raising actions;

(7) Progressively extending all the above to all its activities and buildings;

and in relation to the Commission's core business by:

(8) Systematically assessing the potential economic, social and environmental impacts of major new policy and legislative initiatives and promoting the systematic integration of environmental objectives into Community policies;

(9) Ensuring the effectiveness of environmental legislation and funding in creating environmental benefits;

(10) Promoting transparent communication and dialogue with all interested parties, both internally and externally.

By virtue of the powers conferred on the Appointing Authorities, the European Commission's EMAS Steering Committee, hereby approves the Policy Statement and commits to adopt the EMAS objectives, targets and action plan of the Commission, supervise the functioning of the system and monitor the use of the human and financial resources allocated to EMAS for an efficient deployment of the environmental management system.

This document shall take effect on the date of its signature, Brussels

On Behalf of the EMAS Steering Committee,

Irene Souka
Chairman