



EUROPEAN COMMISSION
DIRECTORATE-GENERAL
TAXATION AND CUSTOMS UNION

FRAMEWORK CONTRACT

TAXUD/201X/CC/XXX

FOR

INFORMATICS SERVICES AND PRODUCTS

[complete]

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by [name in full, function, department],

of the one part,

and

The company [...] whose registered office is at [...], VAT number [...] (hereinafter referred to as "the Contractor¹"), [*represented for the purposes of the signature of this contract by [name in full and function,]*]

of the other part,

¹ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract".

HAVE AGREED

The part **I Special Conditions**, the part **II General Conditions** and the part **III General Terms and Conditions for Information Technologies Contracts** below and the following **Annexes**:

- Annex 1** – Tendering Specifications (Invitation to Tender No [complete] of [complete])²
- Annex 2** – Contractor's Tender (No [complete] of [complete])³
- Annex 3** – Price Table
- Annex 4** – List of Hardware or Software Products and their Maintenance
- Annex 5** – Travel and Subsistence Expenses
- Annex 6** – Specific Contract – Template
- Annex 7** – Financial Identification Form and Legal Entity Form
- Annex 8** – Power of Attorney

[other Annexes]

which form an integral part of this Framework Contract (hereinafter referred to as “the Contract”).

- The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract.
- The terms set out in the General Conditions shall take precedence over those in the General Terms and Conditions for Information Technologies Contracts.
- The terms set out in the General Terms and Conditions for Information Technologies Contracts shall take precedence over those in the Annexes.
- The terms set out in the Tendering Specifications shall take precedence over those in the Tender.
- The terms set out in this Contract shall take precedence over those in the specific contracts.
- The terms set out in the specific contracts shall take precedence over those in the requests for services.
- The terms set out in the requests for services shall take precedence over those in the specific tenders.

² The original is archived at the Commission's premises. Open point: see BUDG rules for possibility to limit the annexe to extracts

³ The original is archived at the Commission's premises. Open point: see BUDG rules for possibility to limit the annexe to extracts

Subject to the above, the several instruments forming part of this Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

PREAMBLE

On [../201..], the *Commission* published, in the Official Journal of the European Union, a call for tenders under reference n° TAXUD[/...], for [..].

The Contractor was selected at the conclusion of the evaluation process, on the basis of his tender submitted on [../201..] in response to the invitation to tender.

This Framework Contract contains all the conditions for concluding and executing Specific Contracts.

For the implementation of this Framework Contract, the Commission accepts that the Contractor may sub-contract to [...] company(ies), under the full responsibility of the Contractor and within the limits defined in the offer of the Contractor, parts of the tasks specified in the Tendering Specifications (Annex 1) subject to the provisions of Article II.10.

PART I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

I.1.1 The subject of the Contract is:

- the sale, rental or leasing to the Commission of complex or other than complex hardware as set out in Annex 1, and the provision of maintenance and *Documentation*,
- the user right granted to the Commission of non-exclusive and non-transferable licences of one or more *Software Products* as set out in Annex 1, and the provision of maintenance and *Documentation*,
- the development and assignment of the rights on the *Software Products* as set out in Annex 1 and the provision of the corresponding maintenance and *Documentation*,
- the provision to the Commission of *Informatics Services*, as set out in Annex 1, being related/not related to the provision of *Products*,
- the assurance by the Contractor of the coherence and correct functioning of the *System* and its integration into the informatics architecture of the *Commission*,
- the sale, rental or leasing to the Commission of *Telecommunication Products* and/or the provision of *Telecommunication Services*, as described in Annex 1, and the provision of the corresponding maintenance and *Documentation*.

The *Products* and *Services* covered by this Contract are listed in Annexes 3 and 4.

I.1.2 Upon implementation of the Contract, the Contractor shall [*supply the Products and shall provide the Services related to them*] [*execute the tasks*] in accordance with Annex 1.

I.1.3 The Contract [*does not*] confer[s] on the Contractor an[y] exclusive right to supply the *Products* or to provide the *Services* referred to in the above paragraph.

I.1.4 Signature of the Contract imposes no obligation on the Commission to purchase. Only the implementation of the Contract through Specific Contracts is binding on the Commission.

I.1.5 All Specific Contracts implementing the Framework Contract shall conform to the terms set out therein.

ARTICLE I.2 - DURATION

- I.2.1** The Contract shall enter into force [*on the date on which it is signed by the last contracting party*]. [*on [complete,] if it has already been signed by both contracting parties*].
- I.2.2** Under no circumstances may implementation take place before the date on which the Contract enters into force. Specific Contracts may under no circumstances be placed before the date on which the Contract enters into force.
- I.2.3** The Contract is concluded for a period of [*days/months/years*] with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days, unless otherwise indicated.
- I.2.4** The Specific Contracts pursuant to the Contract shall be returned signed before the Contract to which they refer expires.
- I.2.5** The Contract shall continue to apply to Specific Contracts executed after the Contract expires. Such Specific Contracts shall be executed no later than six (6) months after expiry of the Contract.
- I.2.6** The Contract may be renewed up to [*complete*] times, each time for a period of [*complete*], only before expiry of the Contract and with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 – CONTRACT PRICES

- I.3.1** The prices of the services covered by this Contract shall be as listed in Annexes 3 and 4.

The price indicated in the Specific Contract covers any fees payable to the Contractor in relation to the vesting of the rights in the Union and, where applicable, the transfer of rights to the Union and any use of the results by the Commission.

- I.3.2** Prices shall be expressed in euro.
- I.3.3** Prices in Annex 3 shall be fixed and not subject to revision for Specific Contracts placed during the first year of performance of the Contract or Amendment.

From the beginning of the second year of performance of the Contract or Amendment, prices may be revised upwards or downwards each year on the basis of indexation, where such revision is requested by one of the contracting parties by registered letter, no later than 30th September, in order that the new rates may take effect on 1st January of the following year.

Specific Contracts shall be placed on the basis of the prices in force on the date on which they are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index EU27 published for the first time by the Office for Official Publications of the European Union in the *Eurostat Monthly Bulletin* at <http://www.ec.europa.eu/eurostat/> (*HICP – Harmonized Indices of Consumer Prices; DATA; Database, HICP- Monthly Data*).

Revision shall be calculated in accordance with the following formula:

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

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month corresponding to the date of signature of this Framework Contract;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

1.3.4 Official Price List

The updates of the official price list, as described in Annex 4, will be made either at the initiative of the Contractor or of the Commission. The Contractor or the Commission shall accept or refuse the update by a *Means of Communication* within 20 working days.

1.3.5 Travel and Subsistence Expenses

By derogation from article 1.3.4 of the General Terms and Conditions for Information Technologies Contracts:

Travel and subsistence expenses of the Contractor and his staff, as well as expenses for the shipment of equipment or unaccompanied luggage directly connected with performance of the tasks concerning meetings in other contractors' premises, missions to assist Commission Officials in their tasks or to attend meetings and workshops abroad, shall be reimbursed in accordance with the rules defined either in Annex 1(Tendering Specifications) or in Annex 5 (Travel and Subsistence Expenses) in the others cases.

ARTICLE 1.4 – IMPLEMENTATION OF THE CONTRACT

Within 15 working days of a request for *Services* or *Products* being sent by the Commission, the Contractor shall return an offer including an estimate of the resources to be allocated for its execution, with particulars in support.

Within 10 working days of a Specific Contract being sent by the Commission to the Contractor for its signature, the Contractor shall return it to the Commission, duly signed.

The conditions of delivery and acceptance of deliverables are defined in the relevant Specific Contracts.

ARTICLE I.5 – PAYMENTS

All payments under the Contract shall be made in accordance with Article II.5. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

Payment requests may not be made if payments for previous Specific Contracts have not been executed as a result of default or negligence on the part of the Contractor.

I.5.1 Invoicing:

By derogation from article 1.5 of the General Terms and Conditions for Information Technologies Contracts:

The following types of remuneration methods shall be available with respect to different products and services:

- **Fixed Price (FP)** (default method):

Invoicing on deliverables acceptance, according to the terms of the relevant Specific Contract (SC).

- **On Demand (OD)** (typically to cover **Requests for Action (RfA)** concerning services with unit prices, or products):

Unless otherwise specified in the Request for Action, quarterly invoicing of the Requests for Actions closed and accepted during the past quarter.

- **Quoted Time and Means (QTM)** (typically to cover Requests for Action concerning services quoted as man-days)

Unless otherwise specified in the Request for Action, quarterly invoicing of the Requests for Actions and accepted during the past quarter.

- **Time and Means (T&M):**

Quarterly invoicing of staff time (based on time sheets) and of other resources (based on detailed justifications) accepted during the past quarter.

The T&M method will be used for *Intramuros* services and otherwise in circumstances where agreed in the context of individual Specific Contracts.

- **Travel and Subsistence Costs (T&S):**

Quarterly invoicing, supported by detailed justifications, split between travel and subsistence, and calculated following the rules specified in Annex 5.

The last payment term of a Specific Contract must be linked to the acceptance of all deliverables and services ordered under the Specific Contract, including all monthly or quarterly reports.

The remuneration method for other services, deliverables and resources will be defined in the Specific Contracts.

The Commission shall have forty-five days from receipt to approve or reject the report, and the Contractor shall have ten days in which to submit additional information or a new report.

Within forty-five days of the date of receipt of the relevant invoice, payment of the amount corresponding to the balance due in the relevant Specific Contract shall be made.

I.5.2 General provisions concerning payments

The payments periods referred to in Article II.5 may be suspended by the Commission at any time if it informs the Contractor that his *payment request* is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced.

In case of doubt on the eligibility of the expenditure indicated in the *payment request*, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly by mail, fax or e-mail. Suspension shall take effect from the date of dispatch of the notification. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

I.5.3 Guarantees

The Commission reserves the right to request a performance guarantee with respect to the Specific Contracts which proportionally represent a relevant value in relation to the Framework Contract.

The Contractor may be requested to provide the Commission with a prefinancing guarantee equal to the amount of any advance obtained.

I.5.4 Bank Account

Payments shall be made to the Contractor's bank account denominated in euro, stated in the Contractor's Financial Identification Form⁴ set out in Annex 7. [*IBAN code: [complete]*].

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

I.6.1 Any communication relating to the Contract shall be made in writing and shall bear the Contract and Specific Contract reference numbers.

I.6.2 Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below.

I.6.3 Communications shall be sent to the following addresses:

Commission:

Administrative matters:

European Commission
Directorate-General [*complete*]
[Directorate [*complete*]]
[Unit [*complete*]]
[B-1049 Brussels]

Technical matters:

European Commission
Directorate-General [*complete*]
[Directorate [*complete*]]
[Unit [*complete*]]
[B-1049 Brussels]

Contractor:

Administrative and technical matters:

Mr/Mrs/Ms [*complete*]
[*Function*]
[*Company name*]
[*Contact address in full*]

⁴ Original document certified by the bank.

ARTICLE I.7 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1 The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.

[I.7.1a Without prejudice to Article I.7.2, in the event that any dispute arises between the parties resulting from the interpretation or application of the Contract and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation.

If any party to the dispute gives written notice to the other party of its desire to commence mediation, and the other party agrees in writing, the parties shall jointly appoint a mutually acceptable mediator within two weeks of the date of the said written agreement. If the parties are unable to agree upon the appointment of a mediator within that time period, any party may apply to [court, organization or person agreed to by the parties when signing the Contract], for the appointment of a mediator.

The mediator's written proposal or his written conclusion stating that no proposal can be made, shall be produced within two months of the date of the written agreement by the second party to commence mediation. The mediator's proposal or conclusion shall not be binding for the parties, who reserve the right to bring the dispute before the courts, as per Article I.7.2.

Within two weeks of the date of notification of the proposal by the mediator, the parties can conclude a written agreement, duly signed by all parties, based on the proposal.

The parties further agree to share equally the costs of mediation by the mediator. These costs shall not include any other costs incurred by a party in connection with the mediation.]⁵

I.7.2 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Brussels.

⁵ Optional clause.

ARTICLE I.8 – DATA PROTECTION⁶

Any personal data included in or relating to the Contract shall be processed in accordance with Regulation (EC) No 45/2001⁷ of the European Parliament and the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. The data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by [*entity acting as data controller*] without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in application of Union law. The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, he/she shall address them to [*entity acting as data controller*].

The Contractor shall have a right of recourse at any time to the European Data Protection Supervisor.

Where the Contract requires the processing of personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - aa) unauthorised reading, copying, alteration or removal of storage media;
 - ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - ac) unauthorised persons from using data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;

⁶ Article to be used where the processing of personal data falls within the scope of Regulation (EC) No 45/2001.

⁷ OJ No L08, 12.1.2001, p. 1.

- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE I.9 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving six (6) months formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to the products ordered and the services delivered before the termination date, provided that they have been duly delivered in conformity with the Contract and Specific Contract(s).. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the products delivered and services rendered up to the date on which termination takes effect, within a period not exceeding sixty (60) days from that date.

ARTICLE I.10 – SPECIFIC LIQUIDATED DAMAGES

By derogation to the possibilities foreseen in Article II.4.1 of this Contract, specific liquidated damages may be applied:

- For all activities, in accordance with the terms of the Specific Quality Indicator (SQI) and General Quality Indicator (GQI) defined in Annex 1.
- For on-demand activities, in accordance with the terms of the specific Request for Action drawn up to support any on-demand activity.

Further specific provisions in this connection may be laid down in the Specific Contracts.

The total applicable liquidated damage shall not exceed 20% of the total value of the Specific Contract to which it relates. Should this limit be exceeded, the Commission can terminate the Specific Contract in accordance with the procedures laid down in Article II.12, notwithstanding the right of the Commission to terminate the contract for other reasons provided for in this Contract.

ARTICLE I.11 – SPECIFIC DEFINITIONS

By derogation from Article III.5.7 of the General Terms and Conditions for Information Technology Contracts, the provisions relating to an escrow rider are not applied.

OTHER SPECIAL CONDITIONS:

ARTICLE I.12– SPECIFIC DEROGATIONS TO III – GENERAL TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGIES CONTRACTS

By way of derogation from Part III – General Terms and Conditions for Information Technology Contracts, the following articles are hereby modified as follows:

III.2.2 Security:

2.2.2 The Contractor and its staff, when performing tasks for the Commission in execution of this Contract, undertakes to comply with

- the Decision C(2006)3602 of 16 August 2006 of the Commission on protection of information systems used by the Commission, its subsequent version, its implementing rules and the corresponding security notices, and
- the Commission Decision on security annexed to the Decision 2001/844/EC, CECA, Euratom of the Commission of 29 November 2001 amending its internal rules of procedure, as well as all its subsequent versions.

2.2.6. The Contractor shall take all appropriate steps for each *Product* to ensure that the data and the magnetic media upon which they are stored are safely preserved. The *Products* supplied shall not contain any mechanism (e.g. viruses) which could compromise their availability, integrity or confidentiality or that of other *Products*. The cost of repairing the damage caused by such a mechanism shall be borne by the Contractor.

III. Annex II, second hyphen:

Annex III of the Decision C(2006)3602 of 16 August 2006 concerning the security of information systems used by the European Commission.

III. Annex III

Commission Decision on the security of information systems used by the European Commission [C(2006)3602 16/08/2006].

III.2.4 Co-operation

2.4.1 The Contractor agrees to co-operate with other suppliers to make the *Products* work with those of these other suppliers. It also agrees to attend meetings called for that purpose by the Commission.

[III.2.10 Benchmarking

The Commission may undertake a Benchmarking of the levels and the charges of the Services and Products provided under this Contract by comparison with similar Services and Products provided by outsourcing vendors and/or in-house IT service providers and suppliers.

The results of such Benchmarking shall be available in identical form to both the Commission and the Contractor.

In order to guarantee that a valid comparison is made, the Commission will ensure that:

- the scope of the Services and Products being provided by the Contractor is taken into consideration;*
- a significant comparison group shall be taken into account;*
- in case no such significant comparison group exists, the relevant industry best practices or markets with similar requirements shall be taken into account;*
- the relevant comparison data must be guaranteed*

The work of the Benchmarking should in principle not exceed four (4) months.

For the first Benchmarking exercise, the comparison group shall be defined in a document entitled “Comparison Group Definition”. The Commission reserves the right to change the comparison group algorithm to reflect any changes in its business from time to time.

The Benchmarking shall be a qualified and objective third party selected by the Commission. The Commission shall ensure that no conflict of interest exists on the side of the Benchmarking.

The Commission shall pay all of its own costs and the Benchmarking’s costs during the Benchmarking. The Contractor will pay all of its own costs.

The Commission and the Contractor shall set aside sufficient time and resources for each stage of the Benchmarking, such as:

- identification and location of Benchmarking data,*
- performing the Benchmarking, and*
- implementation of the conclusions of the Benchmarking.*

The Commission and the Contractor shall be free to suggest changes in Benchmarking parameters as the Services and Products evolve over the term of this Contract.

The Benchmarking shall treat as confidential, in accordance with Article II.16 of the General Conditions, all data provided by the Commission and the Contractor, and shall return all material and media once the Benchmarking is completed.

If a Benchmarking reveals that the level of a Service or a Product does not reach the comparison group's service levels or the level based on the relevant industry best practices or of markets with similar requirements, the Contractor shall immediately prepare an action plan, which shall specify all actions necessary to rectify the deviations. The full and measurable implementation of the action plan shall in no circumstances exceed one (1) year. If the Contractor fails to fully implement the action plan, the Commission may claim damages.

If a Benchmarking reveals that charges are higher than the comparison group's charges, the reduction of the prices shall be applicable on the 30th day from the date on which the results of the Benchmarking were delivered to the Parties. The reduction shall not have retroactive effect and shall be only valid for the specific contracts concluded after this date.]

III.8.1 Compliance with technical specifications

When providing *Services* of development or maintenance of *Commissioned software* to the Commission, the Contractor undertakes, in addition to the general quality requirements as specified in the Contract, to observe inter alia the latest version of the Commission Enterprise IT Architecture Framework. (The current version is available at: http://ec.europa.eu/dgs/informatics/ecommm/doc/ceaf_guide_v1_1.pdf)

PART II – GENERAL CONDITIONS

ARTICLE II.1 - PROCEDURES FOR PERFORMING THE CONTRACT

II.1.1 Phases of execution of a Specific Contract

Sending of a Specific Contract

Whenever the Commission wishes services to be provided or goods to be supplied pursuant to the Contract, it shall send a Specific Contract to the Contractor for its signature.

Acknowledgment of the Specific Contract by the Contractor

Within the period indicated in Article I.4, the Contractor shall return at least two originals of the Specific Contract, duly signed, specifying the terms of the provision of services or supply of the goods, such as quantity, designation, quality, price, place of delivery and time allowed for delivery, guarantee, and maintenance period in accordance with the conditions laid down in the Contract.

Delivery

a) Time allowed for delivery

The time allowed for delivery shall be calculated in accordance with Article I.4.

b) Date, time and place of delivery

The Commission shall be notified in writing of the exact date of delivery within the period indicated in Article I.4. All deliveries shall be made at the agreed place of delivery during the hours indicated in Article I.4.

The Contractor shall bear all costs and risks involved in delivering the goods to the place of delivery.

c) Consignment note

Each delivery shall be accompanied by a *Consignment note* in duplicate, duly signed and dated by the Contractor or his carrier, giving the Specific Contract number and particulars of the goods delivered. One copy of the *Consignment note* shall be countersigned by the Commission and returned to the Contractor or to his carrier.

Certificate of conformity

Signing of the *Consignment note* by the Commission, as provided for in subparagraph c) above, is simply an acknowledgment of the fact that the goods have been delivered and in no way implies conformity of the goods with the Specific Contract.

Conformity of the goods delivered shall be evidenced by the signing of a certificate to this effect by the Commission no later than one month after the date of delivery, unless provision for a different period is made in the Special Conditions or in the General Terms and Conditions for Information Technologies Contracts.

Conformity shall be declared only where the conditions laid down in the Contract and in the Specific Contract are satisfied and the goods conform to the Annexes 1 and 4.

Where, for reasons attributable to the Contractor, the Commission is unable to accept the goods, the Contractor shall be notified in writing at the latest by the deadline for conformity.

Conformity of the goods delivered with the Contract

- a) The goods delivered by the Contractor to the Commission must be in conformity in quantity, quality, price and packaging with the Contract and the relevant Specific Contract.
- b) The goods delivered must:
 - correspond to the description given in Annexes 1 and 4 and possess the characteristics of the goods supplied by the Contractor to the Commission as a sample or model;
 - be fit for any specific purpose required of them by the Commission and made known to the Contractor at the time of conclusion of the Contract and accepted by the Contractor;
 - be fit for the purposes for which goods of the same type are normally used;
 - demonstrate the quality and performance which are normal in goods of the same type and which the Commission can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made by the Contractor, the producer or his representative, particularly in advertising or on labelling;
 - be packaged according to the usual method for goods of the same type or, failing this, in a way designed to preserve and protect them.

Remedy

- a) The Contractor shall be liable to the Commission for any lack of conformity which exists at the time the goods are verified.
- b) In the event of lack of conformity, without prejudice to Article II.4 regarding liquidated damages applicable to the total price of the goods concerned, the Commission shall be entitled:

- either to have the goods brought into conformity, free of charge, by repair or replacement;
 - or to have an appropriate reduction made in the price.
- c) Any repair or replacement shall be completed within a reasonable time and without any significant inconvenience to the Commission, taking account of the nature of the goods and the purpose for which they are required by the Commission.
- d) The term ‘free of charge’ in paragraph b) refers to the costs incurred to bring the goods into conformity, particularly the cost of carriage, labour and materials.

Assembly and installation

If required by Article I.1.2 of the Special Conditions, the Contractor shall assemble the goods delivered within a period of one month unless otherwise specified in the Special Conditions or in the General Terms and Conditions for Information Technologies Contracts.

Any lack of conformity resulting from incorrect installation of the goods delivered shall be deemed to be equivalent to lack of conformity of the goods if installation forms part of the Contract and the goods were installed by the Contractor or under his responsibility. This shall apply equally if the product was to be installed by the Commission and was incorrectly installed owing to a shortcoming in the installation instructions.

Services provided to goods

If required by the Contract, services to goods shall be provided accordingly.

II.1.2 General provisions concerning goods

a) Packaging

The goods shall be packaged in strong boxes or crates or in any other way that ensures that the contents remain intact and prevents damage or deterioration. Packaging, pallets, etc., including contents, shall not weigh more than 500 kg, unless otherwise defined in the Specific Contract.

Unless otherwise specified in the Special Conditions, pallets shall be considered as one-way packaging and shall not be returned. Each box shall be clearly labelled with the following information:

- European Commission and address for delivery;
- name of Contractor;
- description of contents;
- date of delivery;
- number and date of Specific Contract;

- number of Framework Contract;
- EC code number of article.

b) Guarantee of the goods delivered

The goods shall be guaranteed against all defects in manufacture or materials for two years from the date of delivery, unless provision for a longer period is made in Annexes 1 and 4.

The Contractor shall guarantee that any permits and licences required for manufacturing and selling the goods have been obtained.

The Contractor shall replace at his own expense, within a reasonable time limit to be determined by agreement between the parties, any items which become damaged or defective in the course of normal use during the guarantee period.

The Contractor is responsible for any conformity defect which exists at the time of delivery, even if this defect does not appear until a later date.

The Contractor is also responsible for any conformity defect which occurs after delivery and is ascribable to non-compliance with his obligations, including failure to provide a guarantee that, for a certain period, goods used for the purposes for which they are normally used or for a specific purpose will preserve their qualities or characteristics as specified.

If part of an item is replaced, the replacement part shall be guaranteed under the same terms and conditions for a further period of the same duration as that specified above.

If a defect is found to originate in a systematic flaw in design, the Contractor must replace or modify all identical parts incorporated in the other goods that are part of the Specific Contract, even though they may not have been the cause of any incident. In this case, the guarantee period shall be extended as stated above.

II.1.3 Performance of the Contract

- a) The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- b) The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- c) Without prejudice to Article II.3, any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.

- d) The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- e) The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- f) The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
 - the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.
- g) In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
 - h) Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event, the Contractor shall give priority to solving the problem rather than determining liability.
 - i) Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may, without prejudice to its right to terminate the Contract, reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may decide to impose liquidated damages, as provided for in Article II.4.

ARTICLE II.2 - LIABILITY

- II.2.1** The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.
- II.2.2** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.10. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract. Notwithstanding the above, the Contractor shall not be liable for consequential loss and/or indirect damage exceeding the sum as set out for his professional risk insurance provided that this sum is no less than three times the total price/total amount of the Specific Contract(s)/*Order Form(s)* the execution of which is relevant for the loss or damage. The Contractor shall remain liable without any limitation as to the amount if the damage or loss is caused by the gross negligence or wilful conduct of the Contractor or by its employees, and for death caused by negligence or wilful conduct of its employees.
- II.2.3** Subject to the maximum amount provided in II.2.2, the Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4** In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred to this end may be borne by the Commission.
- II.2.5** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

- II.3.1** The Contractor shall take all necessary measures in order to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require that additional measures be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interest. Without prejudice to Article II.1 the Contractor shall replace, immediately and without

compensation from the Commission, any member of his staff exposed to such a situation.

II.3.2 The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3 The Contractor declares:

- that he has not made, and will not make, any offer of any type whatsoever, from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to the performance of the Contract.

II.3.4 The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

ARTICLE II.4 - LIQUIDATED DAMAGES

II.4.1 Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount of the relevant Specific Contract per calendar day of delay.

II.4.2 The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgment of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

II.4.3 These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II.5 – INVOICING AND PAYMENTS

II.5.1 Pre-financing:

Where required by Article I.5.3, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month or, at the latest, three months after the issuance of a recovery order. The cost of providing such guarantee shall be borne by the Contractor.

II.5.2 Interim payment:

At the end of each of the periods indicated in Annex 1, the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex 1;
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt, the Commission shall have the period of time indicated in the Special Conditions in which to:

- approve it, with or without comments or reservations, or suspend such period and request additional information; or
- reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.5.3 Payment of the balance:

Within sixty days of completion of each order or specific contract, the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents, which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex 1;
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;

If the report is a condition for payment, on receipt, the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

ARTICLE II.6 – GENERAL PROVISIONS ON PAYMENTS

II.6.1 Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.6.2 The payment periods referred to in Article I.5 may be suspended by the Commission at any time if it informs the Contractor that his *payment request* is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the *payment request*, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

II.6.3 In the event of late payment the Contractor shall be entitled to claim interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (“*the reference rate*”) plus seven percentage points (“*the margin*”). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

ARTICLE II.7 –RECOVERY

II.7.1 If total payments made exceed the amount actually due under the Specific Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

II.7.2 In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.6.3. Interest shall be payable from the calendar day following the expiry of the due date up to the calendar day on which the debt is repaid in full.

II.7.3 In the event of failure to pay by the deadline specified in the request for reimbursement, the Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Union that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II.8 –TAXATION

II.8.1 The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

II.8.2 The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

II.8.3 The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

II.8.4 Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.9– FORCE MAJEURE AFFECTING THE CONTRACT OR THE SPECIFIC CONTRACT(S)

- II.9.1** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.9.2** Without prejudice to the provisions of Article II.1.3(h), if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.9.3** Neither contracting party shall be held in breach of its contractual obligations, if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration for the goods actually delivered and any service provided.
- II.9.4** The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.10 – SUBCONTRACTING

- II.10.1** The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.
- II.10.2** Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.10.3** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.14.

ARTICLE II.11 – ASSIGNMENT

- II.11.1** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.
- II.11.2** In the absence of the authorisation referred to in the previous paragraph, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II.12 – TERMINATION BY THE COMMISSION

II.12.1 The Commission may terminate the Contract, a pending Specific Contract or an Order in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days⁸ of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity

⁸ This period can be modified in the Special Conditions depending on the nature of the contract.

to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations;

II.12.2 In the event of force majeure, notified in accordance with Article II.9, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a quantity of goods corresponding to at least one fifth of the quantity of goods ordered or where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.12.3 Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.12.4 Consequences of termination:

In the event of the Commission terminating the Contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the goods supplied and / or services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination, the Commission may engage any other contractor to supply the goods and/ or to execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.12a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities of fraud.

ARTICLE II.13 - CANCELLATION OF SPECIFIC CONTRACTS

II.13.1 Where execution of the Specific Contract has not actually commenced within fifteen days of the date foreseen for the commencement of execution and the new date proposed, if any, is considered unacceptable by the Commission, the Commission may cancel such Specific Contract with no prior notice. Cancellation shall take effect from the day after the day on which the Contractor receives a registered letter with acknowledgment of receipt or equivalent.

II.13.2 The Commission may cancel a Specific Contract at any time during execution thereof on the grounds and under the conditions set out in Article II.12 with respect to the part still outstanding. The Contractor shall accept, as the aggregate liability of the Commission, payment of the price of the goods delivered or services provided by him as at the effective date of cancellation.

ARTICLE II.14 – CHECKS AND AUDITS

II.14.1 Pursuant to Article 142 of the Financial Regulation applicable to the General Budget of the European Union, the European Court of Auditors is empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Union from signature of the Contract up to five years after payment of the balance of the last Specific Contract.

II.14.2 The Commission or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last Specific Contract.

II.14.3 In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last Specific Contract.

ARTICLE II.15 - AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties. A Specific Contract shall not be deemed to constitute an amendment to the Contract.

ARTICLE II.16 – CONFIDENTIALITY

II.16.1 The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after execution of the Specific Contracts.

II.16.2 The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after execution of the Specific Contracts.

ARTICLE II.17 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Commission, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE II.18 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.18.1 The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.

II.18.2 Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.

II.18.3 Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Union. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.

II.18.4 The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

II.19.1 Without prejudice to the Commission's right to terminate the Contract in accordance with Article II.12, the Commission may at any time and for any reason suspend execution of the Contract, pending orders or specific contracts or any part thereof.

- II.19.2 Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides.
- II.19.3 The Commission may at any time, following suspension, give notice to the Contractor to resume performance of the Contract or pending Specific Contracts.
- II.19.4 The Contractor shall not be entitled to claim compensation on account of suspension of the Contract, of specific contracts, of orders, or of part thereof.

**PART III - GENERAL TERMS AND CONDITIONS FOR
INFORMATION TECHNOLOGIES CONTRACTS**

See: http://ec.europa.eu/taxation_customs/common/tenders_grants/tenders/index_en.htm

SIGNATURES

For the Contractor,

[*Company name*/name/surname/function]

For the Commission,

[name/surname/function]

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

in duplicate in English.