

# DRAFT CONTRACT

## SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No RB/4

FINANCED FROM THE [GENERAL BUDGET OF THE UNION] [EDF]

AO Central Analitic Independent Expert-Grup  
45 A. Bernardazzi str.,  
MD-2012, Chişinău, Republic of Moldova

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>]<sup>1</sup>

[<Official registration number>]<sup>2</sup>

<Full official address><sup>3</sup>,

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT ”Resilient CSOs + Responsible Budgeting = Accelerated AA implementation”**

### CONTRACT TITLE

***a team of experts for implementation of the “Resilient CSOs + Responsible Budgeting = Accelerated AA implementation” Project***

Identification number

RB/4

#### (1) Subject

1.1 The subject of this contract is contracting ***a team of experts for implementation of the “Resilient CSOs + Responsible Budgeting = Accelerated AA implementation” Project*** done in Chisinau with identification number RB/4 (‘the services’).

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<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card, passport or equivalent document number.

<sup>3</sup> Except where the contracting party is not VAT registered.

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe II)

**(2) Contract value**

This contract, established in Euro, is a fee-based contract. Based on the maximum fees, [lump sum] set out in Annex V, the maximum contract value is [EUR] <amount>.

**(3) Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the terms of reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
- the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Budget breakdown (Annex V);
- Other relevant forms and documents (Annex VI);

**These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

**(4) Language of the contract**

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

**(5) Other specific conditions applying to the contract**

(b) the data protection notice is available at  
[http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A. \]](http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A.)

Done in English in two originals, one original for the contracting authority, and one original for the contractor.

**For the contractor**

Name:

Title:

Signature:

Date:

Name:

Title:

Signature:

Date:

**For the contracting authority**

Name:

Title:

Signature:

Date:

## **SPECIAL CONDITIONS**

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

### **Article 2 Communications**

2.1 Expert-Grup designates Mr. Adrian Lupușor, Executive Director as Expert-Grup's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the deliverables by the Client and for receiving and approving invoices for the payment. All announcements and other communication in connection with this agreement shall be delivered to the following email addresses: [adrian@expert-grup.org](mailto:adrian@expert-grup.org). Both parties are obliged to inform the other party without unnecessary delay a change of address or other important information connected to this agreement.

### **Article 4 Subcontracting**

4.9 Not applicable.

### **Article 7 General obligations**

7.8 The consultant will, comply with its minimum obligation towards visibility. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

### **Article 12 - Liabilities**

12.2 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

### **Article 19 Implementation of the tasks and delays**

19.1 The start date for implementation shall be date of signature of the contract by both parties.

19.2 The period for implementing the tasks is 25 months from the start date.

### **Article 26 Interim and final reports**

The contractor shall submit progress reports as specified in the terms of reference.

### **Article 27 Approval of reports and documents**

27.5 The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the report.

### **Article 28 Expenditure verification**

28.2 By derogation from article 28 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.

## Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following the option:

Month		EUR
1	Maximum pre-financing payment <sup>4</sup>	No prefinance % <sup>5</sup>
Monthly	Interim payments	Based on actual timesheets approved by the manager.
	<b>Total</b>	maximum contract value

The actual amounts payable after the pre-financing payment will vary. They will be based on the contractor's invoice accompanied by an interim progress report are subject to approval of the reports in accordance with Article 27 of the general conditions.

By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 90 days after receipt by the contracting authority of an invoice and of the reports, subject to approval of those reports in accordance with Article 27 of the general conditions.

29.5 Payments will be made in Euro in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

## Article 30 Financial guarantee

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

## Article 40 Settlement of disputes

40.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be settled

- (a) if it is a national contract in accordance with the national legislation of the state of the contracting authority.

## Article 40 Settlement of disputes and Article 41 Applicable law

Articles 40.3, 40.4 and 41.1 of the general conditions shall be replaced by the following:

In default of amicable settlement, the parties may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International

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<sup>4</sup> The contractor is not obliged to ask for pre-financing.

<sup>5</sup> Maximum of 20 % of the total contract amount.

Organisations and States in force at the date of conclusion of this agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either party. The arbitrator's decision shall be binding on all parties and there shall be no appeal.

#### **Article 42 Data protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with 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<sup>6</sup> and as detailed in the specific privacy statement published at ePRAG.

#### **Article 43 Further additional clauses**

Not applicable.

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<sup>6</sup> OJ L 205 of 21.11.2018, p. 39.