**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No** <Contract number>

**financed from the [financing authority]**

CIHEAM Bari – Mediterranean Agronomic Institute of Bari, Via Ceglie 9 70010 Valenzano (BA) - Italy

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3),

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT**

***Support Agri-food coop Network in Palestine (SANET)***

**CONTRACT TITLE**

***Selection Process for Service Providers to Organize and Conduct Training Courses on: Food Safety Standards, Pal GAP/ GLOBAL GAP, Basic Food Hygiene, and Sheep Housing Management for Producers, Processors, Cooperatives, and Association.***

**Identification number** <Publication reference>

(1) Subject

1.1 The subject of this contract is **(Selection Process for Service Providers to Organize and Conduct Training Courses on: Food Safety Standards, Pal GAP/ GLOBAL GAP, Basic Food Hygiene, and Sheep Housing Management for Producers, Processors, Cooperatives, and Association)** done [at] [in] <location> with identification number < reference> (‘the services’).

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 global price contract. The 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 and 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);
* [Key experts (Annex IV) For contracts requiring key experts] ;
* Budget (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

The following conditions to the contract shall apply:

By derogation from Article ...

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

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | 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.

How to complete these special conditions:

Where you see < ... >, enter the information relevant to the special conditions. The phrases in square brackets [ ] and shaded in grey should only be included if relevant. They should only be amended in exceptional cases, depending on the requirements of specific tender procedures.

**Note that the special conditions provide for allowed deviations from the general conditions. The use of further deviations from the general conditions requires an exception to be granted by the relevant services of the European Commission.**

**Please remember to delete this paragraph and all pointed and square brackets in the final version of the special conditions.**

**Article 2 Communications**

2.1 <Indicate here the contact persons, addresses of the parties, their other contact details, the documents to provide and the procedure to be used by the parties for communication.>

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

**Article 4 Subcontracting**

4.9 [EDF only:

In the selection of subcontractors and/or other independent contractors from an eligible country, preference shall be given to natural persons, companies and firms of ACP States capable of implementing the tasks required on similar terms. ]

**Article 7 General obligations**

7.8 <Specify the specific activities to be put in place by the contractor to comply with its minimum obligation towards visibility and, if applicable, any additional communication activities agreed by the European Commission. These activities must comply with the latest Communication and Visibility Requirements for EU-funded external action, laid down and published by the European Commission.>

**Article 12 - Liabilities**

12.2 <Specify here the specific requirements of liability for damages to the contracting authority>

[For contracts of amount below one million EUR: in some cases capping contractors liability to one million EUR may be disproportional compared to the content of this contract. This is especially the case where the financial risk is low, for instance for technical assistance or studies. If you find it necessary to set a cap lower than that referred to in the general conditions, add the following clause:

‘By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to <complete with an amount between the contract value and one million EUR>.’]

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

19.1[The start date for implementation shall be <date/date of signature of the contract by both parties>]

OR:

[The date on which implementation starts shall be within 3 months of the signature of this contract by both parties and shall be set in an administrative notice issued by the project manager.]

19.2 The period for implementing the tasks is <number> 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 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**[[4]](#footnote-4) | <Maximum 40 % of the contract value> |
| **<Month/ year number>** | [If applicable: Interim payment ] | <X % of the contract value> |
| **<Month/ year number>** | **Balance** | <Maximum 60 % of the contract value> |
|  | **Total** | <Total contract value> |

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 For a contract amount equal to or below EUR 60 000 [By derogation from article 30 of the general conditions, no pre-financing guarantee is required.]

For a contract amount above EUR 60 000 [Subject to a positive risk assessment[[5]](#footnote-5) by the contracting authority, by derogation from article 30 of the general conditions no pre-financing guarantee is required.]

**Article 40 Settlement of disputes**

Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be settled by way of arbitration, under article 19 of the Supplementary Agreement signed in Rome on March 18, 1999, between the CIHEAM and the Government of the Italian Republic, relevant to the privileges and immunities of CIHEAM in Italy, ratified by the law no.159 of May 26, 2000.

**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[[6]](#footnote-6) and as detailed in the specific privacy statement published at ePRAG.

**Article 43 Further additional clauses**

<Add other clauses.>

\* \* \*

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card, passport or equivalent document number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. The contractor is not obliged to ask for pre-financing. [↑](#footnote-ref-4)
5. Such risk assessment is required, for example, when a company is awarded a contract without itself meeting the selection criteria but relying on the capacity of another company. [↑](#footnote-ref-5)
6. OJ L 205 of 21.11.2018, p. 39. [↑](#footnote-ref-6)