

DRAFT SERVICE CONTRACT

REFERENCE: UE/REBUILD/SERVICE_PROVISION_TRAINING OPERATIONS MANAGEMENT

Financed from the Call for Proposals “2020 EuropeAid/16774/DH/ACT/Multi - Local authorities:
Partnership for sustainable Cities ”

Centro per la Cooperazione Internazionale, CCI

Legal status: Associazione non a scopo di lucro (Non-profit organization as per Italian law)

Full official address: Vicolo San Marco, 1 Trento, TN, Italy

Official registration and VAT number: 02076540224

(‘the contracting authority’),

of the one part,

and

Full official name of the contractor

Legal status: ...

Official registration number: ...

Full official address: ...

VAT number¹: ...

(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT “REBUILD - RESEARCH AND EDUCATION BUILDING URBAN
INSTITUTIONS FOR LOCAL DEVELOPMENT”

CODE: NEAR-TS/2020/422-410; CUP C69J20001020006

**CONTRACT TITLE “MANAGEMENT OF TRAINING OPERATIONS IN
LIBYA FOR THE REBUILD PROJECT”**

(1) Subject

- 1.1 The subject of this contract is the **MANAGEMENT OF TRAINING OPERATIONS IN LIBYA FOR THE REBUILD PROJECT** done in **Trento, Italy**, with identification reference **UE/REBUILD/Service_provision_TRAINING OPERATIONS MANAGEMENT** (‘the services’).
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

(2) Contract value

¹ Except where the contracting party is not VAT registered.

This contract, established in Euro, is a global price contract. The contract value is Euro ...

(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 (Annex II)
- Key expert (Annex IV);
- Budget (Annex V);
- specified forms and other relevant documents (Annex VI);

The various documents making up the contract 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

For the purpose of Article 42 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission: the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Cooperation and Development.

The data protection notice is available at

<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:

For the contracting authority

Name:

Marco TUBINO

Title: President

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 The contact persons of the contract are:

For the contracting authority:	Name Surname, role
	Email
For the contractor:	Name Surname, role
	Email

The parties may communicate via email, telephone, and other online communication tools. Only communication via email will be considered official.

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 7 General obligations

7.8 The contractor shall comply with the minimum obligations towards visibility of the Action as specified in the Communication & Visibility Plan of the project.

Article 13 - Insurance

13.2 a) By derogation from Article 13.2 a) of the general conditions, **by the end of the first month of the implementation of the contract**, the contractor shall ensure that its staff are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

13.2 b) By derogation from Article 13.2, b), paragraph 1 of the general conditions it is **by the end of the first month of the implementation of the contract** that the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

Article 19 Implementation of the tasks and delays

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

19.2 The period for implementing the tasks is ... months from the start date. Under no circumstances shall the implementation period for implementing the tasks exceed the implementation period of the REBUILD project.

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 in any case 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 documents or reports.

Article 29 Payment and interest on late payment

29.1 Payments shall be made in accordance with the following option: global price.

Tentative Month		EUR
1	Pre-financing payment	10%
14	Payment based on the outputs of the 1st year	25%
26	Payment based on the outputs of the 2nd year	25%
36	Payment based on the outputs of the 3rd year	25%
37	Balance	15%
	Total	100%

29.5 Payments shall 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 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Trento, Italy, in accordance with the national legislation of the state of the contracting authority.

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/EC² and as detailed in the specific privacy statement published at ePRAG.

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² OJ L 205 of 21.11.2018, p. 39