

# **DRAFT CONTRACT**

## **SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**Nº IPC-EUI/AO/004/17**

### **FINANCED FROM THE EU GENERAL BUDGET**

European Union Intellectual Property Office  
International Cooperation and Legal Affairs Department  
Avenida de Europa, 4,  
E-03008 Alicante,  
Spain  
V-03965324

(‘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>

[<VAT number>],<sup>3</sup>

(‘the Contractor’)

of the other part,

have agreed as follows:

## **PROJECT THE CAPACITY BUILDING INITIATIVE FOR TRADE DEVELOPMENT IN INDIA**

Financing Agreement - DCI/ASIE/2010/020-500

### **CONTRACT TITLE: TECHNICAL EXPERT IN IP FOR THE IPC-EUI PROJECT**

**Identification number IPC-EUI/AO/004/17**

#### **(1) Subject**

- 1.1 The subject of this Contract is the provision of services of a Technical Expert in IP for the IPC-EUI project done in Alicante with identification number IPC-EUI/AO/004/17 (‘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)

---

<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.

**(2) Contract value**

This Contract, established in Euro, is a fee-based contract. Based on the maximum fees 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);
- Key experts (Annex IV);
- 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**

N/A

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.

### **Article 2 Communications**

2.1 IPC-EUI  
EUIPO-ICLAD  
Avenida de Europa, 4  
E-03008 Alicante - Spain  
<To be defined>@euiipo.europa.eu

Contractor:

[Contractor's Contact person and details]

### **Article 7 General Obligations**

7.8 The contractor must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

### **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  
19.2 The period for implementing the tasks is 6 months from the start.

### **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
Monthly	Interim payments	On the basis of the approved timesheets
Month 6	Forecast balance	On the basis of the approved timesheets
	Total	<maximum contract value>

Payment of the balance of the final value of the contract, subject to the maximum contract value stated in Article (2) of the Contract, is made after deduction of the amounts already paid, within 60 days of the Contracting Authority receiving an invoice accompanied by the final progress report, subject to approval of those reports.

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 disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Alicante SPAIN applying the national legislation of the Contracting Authority.

## Article 42 Data Protection

Not applicable.

\* \* \*