

**SPECIFIC CONTRACT N° [as specified under Specific Contract Number in the Data Appendix]
implementing Framework Contract n° xxxx**

**TIME & MEANS
INTRA MUROS**

The [Contracting Authority/ name of JU] of the one part and the Contractor of the other part – [as specified under The Parties in the Data Appendix].

HAVE AGREED

the following as regards the implementation of Framework Contract n° xxxx signed by the Contracting Authority and the Contractor on [as specified under Framework Contract Signature Date in the Data Appendix].

Article 1. PREAMBLE

- 1.1 This Specific Contract is based on the Contractor's formal offer under Request n° [as specified under Request Number in the Data Appendix] - Annex II to this Specific Contract. Once signed by the parties, the Specific Contract shall be governed by the Framework Contract. This Specific Contract does not amend the provisions of the Framework Contract.
The terms of this Contract Body, the Data Appendix and the Technical Annex (Annex I) shall take precedence over the terms of the formal offer (Annex II).

Article 2. SUBJECT MATTER

- 2.1 The subject matter of this Specific Contract is [as specified under Subject in the Data Appendix].
- 2.2 The Contractor undertakes, subject to the terms set out in the Framework Contract and in this Specific Contract and its Annexes, which form an integral part of it, to perform the tasks specified in Annexes I and II.

Article 3. DURATION AND LOCATION

- 3.1. This Specific Contract shall enter into force [as specified under Start Date in the Data Appendix].
The execution of the tasks shall end on or before [as specified under End Date in the Data Appendix]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses by means of an amendment to this specific contract. In no case shall the tasks be executed later than six (6) months after expiry of the Framework Contract.

- 3.2 If the number of days agreed has not been fully taken up, the [name of JU] shall not be obliged either to use or to pay for the days not worked and the Contractor shall not be entitled to claim damages for them.
- 3.3 The tasks shall be performed on [name of JU] premises in **[as specified under Place of Delivery in the Data Appendix]**.

Article 4. PERFORMANCE

- 4.1. Every day the service provider shall - according to procedures laid down by the competent technical person in the [Contracting Authority/ name of JU] as specified in Article I.8 "Communication details" or other authorised [Contracting Authority/ name of JU] representative - notify the [Contracting Authority/ name of JU] of the time spent working under the Specific Contract. At the end of every month, the service provider shall complete and sign the time sheet), using the latest model provided by the Commission (Annex III) according to the procedure defined in the Guidance on Time and Means Procedures provided by the [Contracting Authority/ name of JU].
- 4.2. The service provider(s) is/are **[as specified under Service Providers in the Data Appendix]**.

Article 5. PRICES AND PAYMENTS

- 5.1. The [Contracting Authority/ name of JU] undertakes to pay the Contractor, in consideration for the services rendered under this Specific Contract an amount of **[as specified under Daily Rate in the Data Appendix]** per day of actual services rendered, for **[as specified under Number of Days in the Data Appendix]** days for profile **[as specified under Profile in the Data Appendix]** i.e. a total of **[as specified under Amount for Profile in the Data Appendix]** by the following service provider(s): **[as specified under Service Providers in the Data Appendix]**.

When a profile and its associated level of expertise (if any) include more than one service provider and a number of days has been indicated for each service provider, the total number of days executed by each service provider can be modified, provided that the total number of days for the profile and its associated level of expertise is not exceeded and following a written agreement or notification by mail, fax or e-mail by one of the Commission's responsible persons indicated in Article I.8 "Communication details", or other authorised Commission representative.

- 5.2. The **total maximum amount** to be paid by the [Contracting Authority/ name of JU] under this Specific Contract shall be **[as specified under Total Amount in the Data Appendix]** covering all tasks executed. This amount shall cover all expenditure incurred by the Contractor in performing this Specific Contract.
- 5.3. In conformity with Article III.1.5.4 of the General Terms and Conditions for Information Technologies Contracts, the invoicing procedures for the services, once accepted by the [Contracting Authority/ name of JU], are as follows: **[as specified under Invoicing Procedure in the Data Appendix]**.

- 5.4. Payments shall be made to account n° [as specified under **Bank Account in the Data Appendix**] on production of the invoice showing separately the amount of the fees and the VAT applied and within no more than 60 calendar days from the date the invoice is received by the Unit indicated in Article 5.5 below. Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and those including VAT. The payment shall be deemed to have been effected on the day the [Contracting Authority/ name of JU]'s financial account is debited.

For Contractors established in Belgium, the provisions of this contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in their invoice(s): "Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)" or an equivalent statement in the Dutch or German language.

For other countries

Pursuant to articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Commission is exempt from all taxes, duties and charges, in particular value added tax, on payments made under this order. The contractor receives and keeps in his records the form entitled "VAT and Excise Duty Exemption Certificate" duly completed and signed by the Commission. The invoice must contain the following statement: "VAT Exemption / International Body / Article 151 of Council Directive 2006/112/EC".

- 5.5. The address for invoices is:

[as specified under **Invoicing information in the Data Appendix**].

Article 6. SUBCONTRACTING

[as specified under **Subcontracting in the Data Appendix**].

Article 7. PERFORMANCE GUARANTEES

Not applicable.

Article 8. ADMINISTRATIVE PROVISIONS

- 8.1. The persons responsible for implementing this Contract are:

For the [Contracting Authority/ name of JU] : [as specified under **Persons Responsible for the Customer in the Data Appendix**].

For the Contractor : [as specified under **Persons Responsible for the Contractor in the Data Appendix**].

- 8.2. All communications relating to the implementation of the Specific Contract must be in the form of written correspondence and be sent to the appropriate responsible persons.

Article 9. EXPLOITATION OF THE RESULTS

9.1. In accordance with Art.I.13 of the Framework Contract.

Article 10. ADDITIONAL PROVISIONS

[as specified under Additional Provisions in the Data Appendix].

Article 11. ANNEXES

The following documents are annexed to the Specific Contract and form an integral part of it:

Annex I: Technical Annex. In case e-Request is used, Technical Annex is available in the e-Request application under Request n° **[as specified under Request Number in the Data Appendix]**.

Annex II: Contractor's formal offer. In case e-Request is used, Contractor's formal offer is available in the e-Request application under Request n° **[as specified under Request Number in the Data Appendix]**.

Annex III: TIME-SHEET / Receipt advice (Service Receipt)

ANNEX III: TIME-SHEET / RECEIPT ADVICE (SERVICE RECEIPT)

MONTHLY ATTENDANCE SHEET FOR NORMAL WORKING HOURS																												January 20xx													
SERVICE PROVIDER														Name of contractor						Program / Project				Institution / DG / Unit																	
First Name & LAST NAME				Signature				Administration address				Tel.		XXXXXXXXXXXXXXXXXX						PROGRAM XXX PROJECT XXX				Institution / DG / Unit / additional info																	
First Name & LAST NAME				Date :				YY xx xx/xxx				xxxxx																													
Number and dates of FRAMEWORK CONTRACT														Number and dates of SPECIFIC CONTRACT										Number of days to be worked (as indicated in the specific contract)																	
DI/0xxxx														SC xxx										0																	
from dd/mm/yyyy to dd/mm/yyyy														from dd/mm/yyyy to dd/mm/yyyy																											
																								Total days		Remaining Days															
																								<i>(Beginning of Month -->)</i>		0.00															
																								0		0.00															
MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
JANUARY	C																																								
FEBRUARY																																									
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AUGUST																																									
SEPTEMBER																																									
OCTOBER																																									
NOVEMBER																																									
DECEMBER																																									
														1 day = W : Worked full day				C : Holiday				H : Hand-Over day				1/2 day = V : Worked half day				O : Other charge-free services											
REMARKS :														COMMISSION APPROVAL -- CERTIFIED CORRECT																											
														OIA (Operational Initiating Agent)												OVA (Operational Verifying Agent)															
														NAME :												NAME :															
														DATE :												DATE :															
SIGNATURE :												SIGNATURE :																													