

ANNEX III

SPECIFIC CONTRACT No [complete]
implementing Framework Contract No ...
(Time & Means)

The European Maritime Safety Agency (hereinafter EMSA), which is represented by
[name in full, function, department],

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"), [represented by [name in full and
function,]]

of the other part,

HAVE AGREED

Article III.1: Preamble

This Specific Contract is based on the Contractor's bid dated XX.XX.XXXX (reference). Once signed by the parties, the Specific Contract shall be governed by the Framework Contract. This Specific Contract does not amend the provisions of that Framework Contract.

Article III.2: Subject

III.2.1 <The subject of this Specific Contract is *[short description of subject]*.
><This Specific Contract relates to lot *[complete]* of the Framework Contract.>

III.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 thereof, to perform the tasks specified in Annex I.

Article III.3: Duration and location

III.3.1. This Specific Contract shall enter into force at the earliest on the date it is signed. The execution of the tasks shall end on or before *[complete date]*. The period of execution of the tasks may be extended beyond indicated period 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.

III.3.2 If the number of days agreed has not been fully taken up, EMSA 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.

Article III.4: Performance

III.4.1. Every day the service provider shall - according to procedures laid down by the competent technical person in EMSA as specified in the Specific Contract - notify EMSA 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 contained in Annex 3 and send it to the competent technical person in EMSA for verification.

III.4.2. The service providers are:
XXXXX
XXXXX

Article III.5: Prices and Payments

III.5.1. EMSA undertakes to pay the Contractor, in consideration for the services rendered under this Specific Contract.
-an amount of EUR XXX per day of actual services rendered, for XX days for profile (specify profile and - if relevant- level), i.e. a total of EUR XXXXX, by following service providers:
* (name of service provider) *[where appropriate add: for XX days, i.e. a total of EUR XXXXX]*

* (name of service provider) [*where appropriate add: for XX days, i.e. a total of EUR XXXXX*]

* (name of service provider) [*where appropriate add: for XX days, i.e. a total of EUR XXXXX*] (specify the profile (and possibly level) of the service providers in accordance with the profiles listed in the "PRICES" Annex to the Framework Contract)

When a profile includes 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 is not exceeded and following a written agreement or notification by mail, fax or e-mail by one of EMSA responsible persons

III.5.2. The total amount to be paid by EMSA under this Specific Contract shall be EUR XXX [amount in figures] covering all tasks executed. This amount shall cover all expenditure incurred by the Contractor in performing this Specific Contract.

[III.5.3. In conformity with Article II.1.5.4 of the General terms and conditions for Information Technologies contracts, the invoicing procedures for the services, once accepted by the Commission, are as follows:

<Amounts in the Specific Contract over EUR 25 000:>

- at the end of each calendar quarter, on the basis of time sheets signed by EMSA and the service provider using the form in Annex 3 (these time sheets must be attached to the invoice)

<Amounts in the Specific Contract below EUR 25 000:>

- once the work has been completed, on the basis of time sheets signed by EMSA and the service provider using the form in Annex 3 (these time sheets must be attached to the invoice)]

Article III.6: Pre-existing rights and transmission of rights

<Option 1 - All pre-existing rights shall be licensed to EMSA>

All pre-existing rights shall be licensed to EMSA in accordance with Article I.18.3.

<Option 2 - All pre-existing rights shall be acquired by EMSA>

All pre-existing rights shall be fully and irrevocably acquired by EMSA as provided for in Article II.10.2 and by derogation to Article I.18.3.

<Option 3 - All pre-existing rights related to the use foreseen in Article 10.1 shall be acquired by EMSA>

All pre-existing rights incorporated in the results and directly related to the uses foreseen in Article I.8.1 shall be fully and irrevocably acquired by EMSA as provided for in Article II.10.2 and by derogation to Article I.18.3.

The contractor shall provide to EMSA a list of pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article I.18.5.

<Proof>

<The contractor shall present relevant and exhaustive evidence about the acquisition of all the necessary pre-existing rights and third parties' rights [together with delivery of the final report at the latest] [together with presentation of relevant result] [specify other stage]. This obligation should be fulfilled by presentation of the contractor's statement prepared in accordance with Annex IX and third parties' statements prepared in accordance with Annex X and the relevant evidence listed in article I.18.5 as appropriate.>

ANNEXE[S]

Annex A - Statement of Contractor concerning right to delivered result

Annex B - Statement of creator / intermediary in delivery

Annex 1 – Technical Annex

Annex 2 – Contractor's specific Tender (no [complete] of [complete])

Annex 3 – Time Sheet

SIGNATURES

For the Contractor,
[Company
name/forename/surname/function]

For EMSA
[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [.....], [date]

Done at [Lisbon], [date]

In duplicate in [English].