

ANNEX III

SPECIFIC CONTRACT No [complete] implementing Framework Contract No ...

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 for the purposes of the signature of this contract by [name in full and function,]]*

of the other part,

HAVE AGREED

ARTICLE III.1: SUBJECT

III.1.1 This specific contract implements Framework Contract No [complete] signed by EMSA and the Contractor on [complete date] *[and renewed on complete date]*.

III.1.2 The subject of this specific contract is [short description of subject].

III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:] *[specified in Annex [complete].]*

ARTICLE III.2: DURATION

III.2.1 This specific contract shall enter into force on the date on which it is signed by the last contracting party.

III.2.2 The duration of the tasks shall not exceed *[days/months]*. Execution of the tasks shall start from *[date of entry into force of this specific contract]* or *[indicate date]*. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE III.3: PRICE AND PAYMENT SCHEME

III.3.1 The total amount to be paid by EMSA under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

III.3.2 In addition to the price no reimbursable costs are foreseen.

III.3.3 The payments (to be defined).

ARTICLE III.4: 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 - Resources allocate

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

SIGNATURES

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

For EMSA
[Insert name and title of the
Authorising Officer]

signature[s]: _____

signature[s]:_____

Done at [place], [date]

Done at [Lisbon], [date]

In duplicate in [English].