

FRAMEWORK CONTRACT (IT)

Lot [to be completed]

CONTRACT NUMBER – 2015/EMSA/OP/09/2015 Lot [to be completed]

The European Maritime Safety Agency (hereinafter referred to as "EMSA"), with its seat at Praça Europa 4, 1249-206 Lisbon, Portugal, VAT registration no.: 507 685 326, represented by Markku Mylly, Executive Director,
of the one part,

and

[full official name]

[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

the **Special Conditions**, and the following Annexes the :

Annex I	General Conditions
Annex II	General Terms and Conditions for Information Technologies Contracts
Annex III	Specific Contract – Template
Annex IV	Tender Specifications (Invitation to Tender No [complete] of [complete])
Annex V	Contractor's Tender (No [complete] of [complete])
Annex VI	IPR Identification Form

which form an integral part of this contract (hereinafter referred to as “the Contract”).

- The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract.
- The terms set out in the General Conditions shall take precedence over those in the General Terms and Conditions for Information Technologies Contracts.
- The terms set out in the General Terms and Conditions for Information Technologies Contracts shall take precedence over those in the Annexes of the Contract.
- The terms set out in the Framework Contract shall take precedence over those in the Specific Contracts.
- The terms set out in the Tender Specifications (Annex IV) shall take precedence over those in the Tender (Annex V).

Subject to the above, the several instruments forming part of this Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by EMSA; subject to the rights of the Contractor under Article 8 should he dispute any such instruction.

[to be added in contracts for LOT 1, 3, 4)

PREAMBLE

The Contractor was selected, as one of the contractors of a multiple contract with reopening of competition, at the conclusion of the evaluation process, on the basis of its bid submitted on [insert date] in response to the invitation to tender.

SPECIAL CONDITIONS

ARTICLE 1 - SUBJECT

- 1.1 The subject of the Contract is: [insert]
- 1.2 Upon implementation of the Contract, the Contractor shall execute the tasks in accordance with Annex IV and Annex V.
- 1.3 The Contract does not confer on the Contractor any exclusive right to supply the *Products* or to provide *Services* referred to in the above paragraph.
- 1.4 Signature of the Contract imposes no obligation on EMSA to purchase. Only the implementation of the Contract through Specific Contracts and *Order Forms* is binding on EMSA.
- 1.5 All Specific Contracts and *Order Forms* implementing the Contract shall be in conformity with to the terms set out therein.

ARTICLE 2 - DURATION

- 2.1 The Contract shall enter into force on the date on which it is signed by the last contracting party.
- 2.2 Under no circumstances implementation may take place before the date on which the Contract enters into force. Specific Contracts may under no circumstances be placed before the date on which the Contract enters into force.
- 2.3 The Contract is concluded for a period of 48 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- 2.4 The Specific Contracts pursuant to the Contract shall be signed before the Contract which it refers expires. The Contract shall continue to apply to Specific Contracts executed after the Contract expires. Such Specific Contracts shall be executed no later than six (6) months after expiry of the Contract.

ARTICLE 3 - PRICES

- 3.1 The prices of this contract shall be: as listed in Annex V.
- 3.2 The maximum amount of this Framework Contract shall be [complete]
- 3.3 Prices shall be expressed in Euro.

ARTICLE 4 –PERFORMANCE OF THE CONTRACT

- 4.1 Within [To be added in Lot 2 and 5-ten working days of a request for *Services* being sent by EMSA] [To be added in lot 1,3,4-the deadline for submitting a specific offer specified in a '*Request for offer with reopening of competition*'], the Contractor shall return an estimate of the resources to be allocated for its execution, with particulars in support.

Within ten working days of a demand for conclusion of a Specific Contract being sent by EMSA, the Contractor shall return it, duly signed and dated. In the event of failure to observe this deadline, the

Contractor shall be considered unavailable.

ARTICLE 5 – PAYMENT ARRANGEMENTS

Payments arrangements shall be defined in each Specific Contract.

ARTICLE 6 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro, identified as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN code: [complete]]

ARTICLE 7 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and order or specific contract numbers. Ordinary mail shall be deemed to have been received by EMSA on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

EMSA:

European Maritime Safety Agency
Markku Mylly
Executive Director
Praça Europa 4
1249-206 Lisbon
Portugal

Contractor:

Mr/Mrs/Ms [complete]
[Function]
[Company name]
[Official address in full]

Invoices shall be sent to the following address:

EMSA:

European Maritime Safety Agency
Invoice Registration (IR)
Unit A.2 – Legal and Financial Affairs
Praça Europa 4
1249-206 Lisbon
Portugal

ARTICLE 8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

8.1 The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Portugal.

8.2 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Lisbon, Portugal.

ARTICLE 9 – DATA PROTECTION

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by Head of Unit Information and Communication Technology acting as data controller without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

ARTICLE 10 – EXPLOITATION OF THE RESULTS OF THE CONTRACT

Exploitation of the results of the contract shall be defined in each Specific Contract.

ARTICLE 11 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving six (6) months formal prior notice. Should EMSA terminate the Contract, the Contractor shall only be entitled to payment corresponding to the goods and services ordered before the termination date, provided that they have duly delivered in conformity with the Contract and the relative Specific Contract(s) and *Order Form(s)*. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the goods delivered and *Services* rendered up to the date on which termination takes effect, within a period not exceeding sixty (60) days from that date.

ARTICLE I.12 – E-PROCUREMENT

The execution of the contract between EMSA and the contractor may be automated by the use of one or more of the following applications: e-Request, e-Catalogue, e-Ordering and e-Fulfilment and e-Invoicing. At the request of EMSA, the use of the above applications may be mandatory during the lifetime of the contract.

ARTICLE 13 VPN REMOTE ACCESS

Should the contractor be granted remote access, the Condition of Use shall be signed between the contractor and EMSA

ARTICLE 14 SPECIAL PROVISION REGARDING PAYMENTS

In exceptional cases and only on written demand of the Agency, the necessity to deliver services outside of the normal working days and the normal working hours may occur.

For these exceptional situations the following surcharges will be applied:

- Service delivery on normal working days, but outside of normal working hours: surcharge of 50% of the applicable day rate.
- Service delivery outside of normal working days: surcharge of 100% of the applicable day rate.

Service non-compliance, which will be the basis for reduction of payments, will be evaluated against:

- Timeliness of the deliveries;
- Quality of the deliverables;
- Successfulness of the maintenance activities.

For each of the Lots the following reductions shall apply:

- When the deliverables are delayed from the original deadline as agreed by the two parties, the following reductions shall apply:
 - 5 % reduction in payment for a delay of more than 21 calendar days.
 - 10% reduction in payment for a delay of more than 30 calendar days.
 - 15% reduction in payment for a delay of more than 45 calendar days.
 - 20 % reduction in payment for a delay of more than 60 calendar days.
- If a deliverable doesn't present an acceptable quality, this will be rejected. Upon this rejection, time continuous to count from the time of the deliverable initial delivery and, as such, reductions based on time parameter may be applied. The quality of a software deliverable will follow the Appendix D - Initial Quality Gate for Java Projects.
 - The quality parameters may be further refined in each Specific Contract.
 - For non-software deliverables, their quality will be defined upon their specific requests in each Specific Contract.
- For the definitions of faults presented here, please check the Appendix C - Working procedures and service requirements. Regarding possible maintenance activities, the following reductions shall apply:
 - 20% reduction for non-compliances related to at least one "Urgent" fault.
 - 10% reduction for non-compliances related to more than 4 "Critical" OR more than 9 "Standard" faults.
 - 5% reduction for non-compliances related to more than 14 "Standard" faults.

SIGNATURES

For the Contractor,
[Insert name and title of the Authorising Officer]

For EMSA,
[forename/surname/function]

signature[s]: _____

signature:_____

Done at [place], [date]

Done at Lisbon [date]

In duplicate in English.