

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N° T05-EUTF-REG-NAFR-02-01

FINANCED FROM THE EU EDF

European Union, represented by the European Commission,
B-1049 Brussels, Belgium,

(‘the Contracting Authority’),

of the one part,

and

International Centre for Migration Policy Development
Gonzagagasse 1, 5th floor,
1010 Vienna,
Austria
Official registration no: Austrian MFA 1003170000.
(‘the Contractor’)

of the other part,

have agreed as follows:

PROJECT <Development of a Monitoring and Evaluation Framework for the North of Africa
Window of the EU Emergency Trust Fund for Africa>

CONTRACT TITLE <EUTF NA Monitoring and Evaluation Framework>

(1) Subject

- 1.1 The subject of this Contract is < EUTF NA Monitoring and Evaluation Framework > done in Brussels with identification number < T05-EUTF-REG-NAFR-02-01> (‘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)

(2) Contract value

This Contract, established in EURO, is a global price contract. The contract value is Euro 187,040, hundred eighty seven thousand and forty euros.

(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 (Annex II)
- Organisation & Methodology (Annex III);
- The Budget (Annex V);
- LEF and BAF (Annex VI)

The various documents making up the contract 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

Done in English in two originals, one original for the European Commission, and one original for the Contractor.

For the Contractor

Name: Michael
Spindelegger

Title: Director
General

Signature:

Date:

For the Contracting Authority

Name:

Title:

Signature:

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 Any communication relating to the contract shall be sent to:

For the Contracting Authority

European Commission

Directorate-General for Neighbourhood and Enlargement Negotiations (DG NEAR)

B-1049 Brussels/ Belgium

For the attention of [REDACTED]

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

Directorate-General for Neighbourhood and Enlargement Negotiations (DG NEAR)

BRU-J-54 04/225 B-1049 Brussels/ Belgium

For the attention of [REDACTED] A window

For the Organisation

For the attention of:

[REDACTED]

ICMPD Headquarters

Gonzagagasse 1, 5th floor, 1010 Vienna, Austria

Article 4 Subcontracting

4.9 Not applicable

Article 7 General Obligations

7.8 Not applicable

Article 12 - Liabilities

12.2 Not applicable

Article 13 - Insurance

- 13.2 a) By derogation from Article 13.2 a) of the general conditions, on the date of signature of the contract by both parties, the Contractor shall ensure that itself, its staff, its subcontractors and any person for which the Contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the Contracting Authority has given its express written consent on a specific insurance company.
- 13.2 b) By derogation from Article 13.2, b), paragraph 1 of the General Conditions it is, within one month after signature of the contract by both parties that the Contractor shall provide the Contracting Authority with all cover notes and/or insurance certificates showing that the Contractor's obligations relating to insurance are fully respected.

Article 19 Implementation of the tasks and delays

- 19.1 The start date for implementation shall be on the date of signature of the contract by two parties.
- 19.2 The period for implementing the tasks is 18 weeks from the start date.

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 in any case 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 documents or reports.

Article 28 Expenditure verification

- 28.2 Not applicable

Article 29 Payment and interest on late payment

- 29.1 Payments shall be made in accordance with the following the option:

Option 2: Global price contract

Month		EUR
1	Maximum Pre-financing payment¹	74,816
February 2016	Final payment	112,224
	Total	187,040

¹ The Contractor is not obliged to ask for pre-financing.

29.3 Not applicable

29.5 Payments shall 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 When the pre-financing requested is equal or below EUR 300 000 and subject to a positive risk assessment by the Contracting Authority, by derogation from article 30 of the General Conditions no pre-financing guarantee is required.

Article 40 Settlement of disputes and Article 41 Applicable law

Articles 40.3, 40.4 and 41.1 of the General Conditions shall be replaced by the following:

In default of amicable settlement, the parties may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of conclusion of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.

Article 42 Data Protection

Not applicable

Article 43 Further additional clauses

Not applicable

