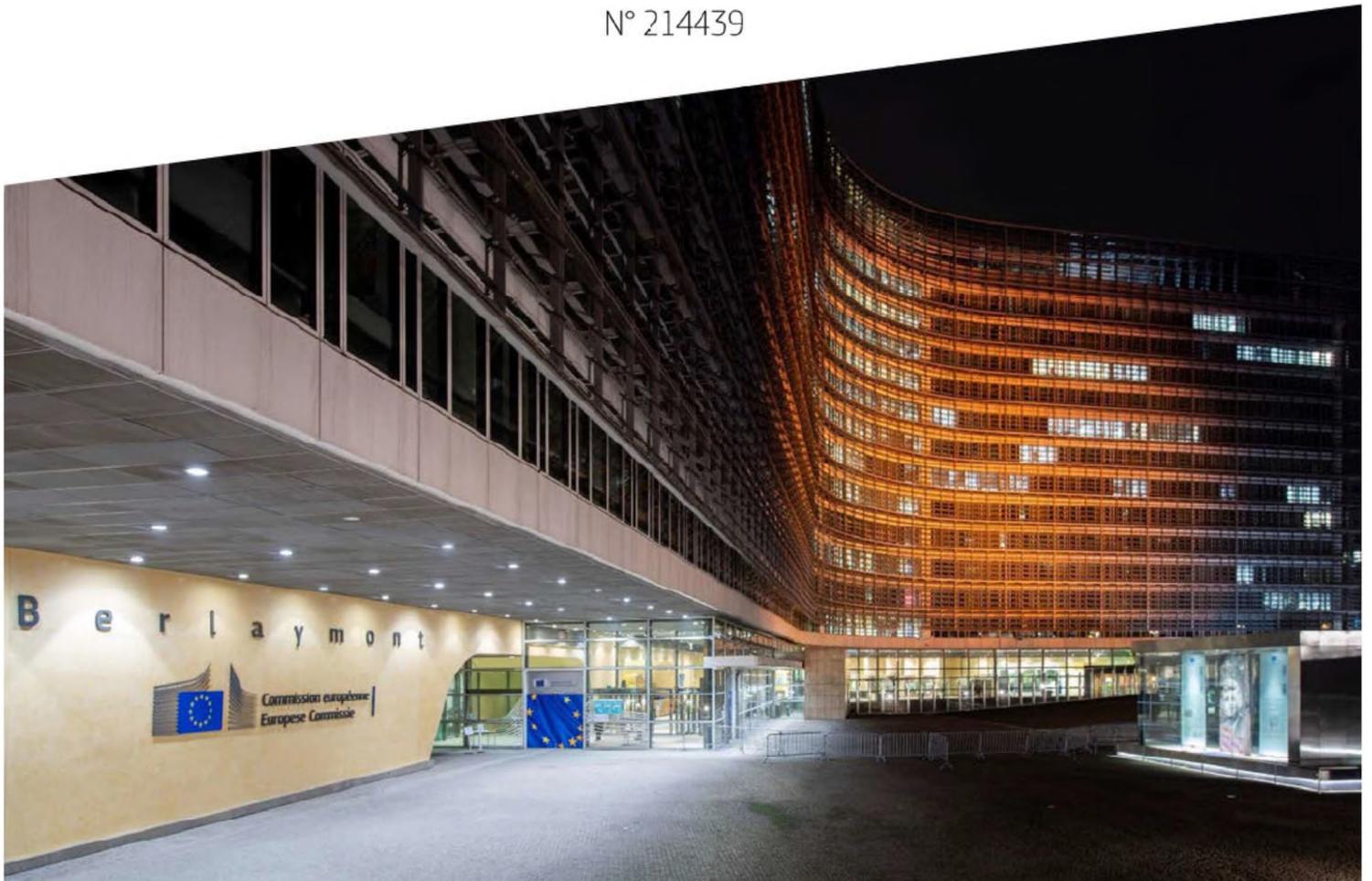




DYNAMIC PURCHASING SYSTEM
FOR
CLOUD SERVICES
DIGIT/A3/PR/2018/035
CLOUD II DPS 1 MCS

DIRECT CONTRACT

N° 214439





EUROPEAN COMMISSION
DIRECTORATE-GENERAL INFORMATICS

Directorate R – Change Management & Resources
DIGIT R3 - ICT Procurement & Contracts

DYNAMIC PURCHASING SYSTEM
FOR
CLOUD SERVICES

REFERENCE
DIGIT/A3/PR/2018/035
CLOUD II DPS1 MC9

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CONTRACT N° 214439

MAIN CONDITIONS

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1 PARTIES

The parties to this Contract are, on the one hand:

1. The European Union (the “Union”), represented by the European Commission (the “Lead Contracting Authority”, the “Commission”) and the following contracting authorities:

#	Participating Entities	Seat Location
1.	ACER European Union Agency for the Cooperation of Energy Regulators	(SI) Ljubljana
2.	BEREC Office Agency for Support for BEREC	(LV) Riga
3.	CA JU Clean Aviation Joint Undertaking	(BE) Brussels
4.	CBE JU Circular Bio-based Europe Joint Undertaking	(BE) Brussels
5.	CdT Translation Centre for the Bodies of the European Union	(LU) Luxembourg
6.	Cedefop European Centre for the Development of Vocational Training	(GR) Thessaloniki
7.	CEPOL European Union Agency for Law Enforcement Training	(HU) Budapest
8.	CFSP Entities Common Foreign and Security Policy Entities ¹	(BE) Brussels
9.	CH JU Clean Hydrogen Joint Undertaking	(BE) Brussels
10.	CINEA European Climate, Infrastructure and Environment Executive Agency	(BE) Brussels
11.	CJEU Court of Justice of the European Union	(LU) Luxembourg
12.	CoR European Committee of the Regions	(BE) Brussels
13.	Council General Secretariat of the Council (Council of the European Union and European Council)	(BE) Brussels
14.	CPVO Community Plant Variety Office	(FR) Angers
15.	EACEA European Education and Culture Executive Agency	(BE) Brussels
16.	EASA European Union Aviation Safety Agency	(DE) Köln
17.	EBA European Banking Authority	(FR) Paris
18.	ECA European Court of Auditors	(LU) Luxembourg
19.	ECB European Central Bank	(DE) Frankfurt am Main
20.	ECCC European Cybersecurity Competence	(RO) Bucharest
21.	ECDC European Centre for Disease Prevention and	(SE) Stockholm

¹ Entities entrusted with the implementation of specific actions in the Common Foreign and Security Policy (CFSP) pursuant to Title V of the Treaty of the European Union (including in particular civilian Common and Security Defence Policy (CSDP) Missions, EU Special Representatives and other CFSP operational actions).

Control			
22.	ECHA	European Chemicals Agency	(FI) Helsinki
23.	EDA	European Defence Agency	(BE) Brussels
24.	EDPS	European Data Protection Supervisor	(BE) Brussels
25.	EEA	European Environment Agency	(DK) Copenhagen
26.	EEAS	European External Action Service	(BE) Brussels
27.	EESC	European Economic and Social Committee	(BE) Brussels
28.	EFCA	European Fisheries Control Agency	(ES) Vigo
29.	EFSA	European Food Safety Authority	(IT) Parma
30.	EIB	European Investment Bank	(LU) Luxembourg
31.	EIF	European Investment Fund	(LU) Luxembourg
32.	EIGE	European Institute for Gender Equality	(LT) Vilnius
33.	EIOPA	European Insurance and Occupational Pensions Authority	(DE) Frankfurt am Main
34.	Eisma	European Innovation Council and SMEs Executive Agency	(BE) Brussels
35.	EIT	European Institute of Innovation and Technology	(HU) Budapest
36.	ELA	European Labour Authority	(SK) Bratislava
37.	EMA	European Medicines Agency	Amsterdam (NL)
38.	EMCDDA	European Monitoring Centre for Drugs and Drug Addiction	(PT) Lisbon
39.	EMSA	European Maritime Safety Agency	(PT) Lisbon
40.	ENISA	European Union Agency for Cybersecurity	(GR) Heraklion
41.	EO	European Ombudsman	(FR) Strasbourg
42.	EP	European Parliament	(FR) Strasbourg
43.	EPPO	European Public Prosecutor's Office	(LU) Luxembourg
44.	ERA	European Union Agency for Railways	(FR) Lille-Valenciennes
45.	ERCEA	European Research Council Executive Agency	(BE) Brussels
46.	ER JU	Europe's Rail Joint Undertaking	(BE) Brussels
47.	ESM	European Stability Mechanism	(LU) Luxembourg
48.	ESMA	European Securities and Markets Authority	(FR) Paris
49.	ETF	European Training Foundation	(IT) Turin
50.	EUAA	European Union Agency for Asylum	(MT) Valletta
51.	EUI	European University Institute	(IT) Florence
52.	EUIPO	European Union Intellectual Property Office	(ES) Alicante
53.	eu-LISA	European Union Agency for the Operational Management of Large-Scale IT Systems in the Area of Freedom, Security and Justice	(EE) Tallinn
54.	EU-OSHA	European Agency for Safety and Health at Work	(ES) Bilbao
55.	Eurofound	European Foundation for the Improvement of	(EI) Dublin

Living and Working Conditions		
56.	EuroHPC	European High-Performance Computing Joint Undertaking (LU) Luxembourg
57.	Eurojust	European Union Agency for Criminal Justice Cooperation (NL) The Hague
58.	Europol	European Union Agency for Law Enforcement Cooperation (NL) The Hague
59.	EURSC	Office of the Secretariat-General of the European Schools (BE) Brussels
60.	EUSPA	European Union Agency for the Space Programme (CZ) Prague
61.	F4E	Fusion for Energy Joint Undertaking (ES) Barcelona
62.	FRA	European Union Agency for Fundamental Rights (AT) Vienna
63.	Frontex	European Border and Coast Guard Agency (PL) Warsaw
64.	HADEA	European Health and Digital Executive Agency (BE) Brussels
65.	IHI	Innovative Health Joint Undertaking (BE) Brussels
66.	KGT JU	Key Digital Technologies Joint Undertaking (BE) Brussels
67.	REA	European Research Executive Agency (BE) Brussels
68.	Satcen	European Union Satellite Centre (ES) Torrejón de Ardoz
69.	SESAR	SESAR Joint Undertaking (BE) Brussels
70.	SRB	Single Resolution Board (BE) Brussels

(collectively, the “Contracting Authority”) represented for the purposes of signing this Contract by [REDACTED], Directorate-General for Informatics (“DIGIT”);

And on the other hand:

2. Oracle Belgium

B.V.B.A

Statutory registration number: 0440966354

Full official address: Medialaan 50, 1800 Vilvoorde, Belgium

VAT registration number: [REDACTED]

(the “Contractor”), represented for the purposes of the signature of this Contract by [REDACTED], Managing Director.

2 PREAMBLE

2.1 On 05/08/2019, the Commission, acting on its own behalf and on behalf of the abovementioned contracting authorities launched the Dynamic Purchasing System 1 (“DPS 1”) under the reference No DIGIT/A3/PR/2018/035.

- 2.2 In a first stage, the Contractor was admitted to participate in the DPS 1 after assessment of its application to the DPS 1. In a second stage, for the Mini-Competition with reference n° MC9 organised in the DPS 1, the Contractor was awarded this Contract at the conclusion of the evaluation process, on the basis of its tender submitted on 01/03/2023 in response to the invitation to tender in this Mini-Competition.
- 2.3 This Contract is inter-institutional. The Commission acts on its own behalf and on behalf of the bodies listed in the title of the Contract as the contracting authorities, which provided the Lead Contracting Authority with a power of attorney before Contract signature. The Commission signs the Contract and any amendments on behalf of itself and of all other contracting authorities. The Commission may terminate the Contract on behalf of itself and of all other contracting authorities, unless the termination notice provides that the termination will have effect only with respect to one or several contracting authorities.
- 2.4 The present Contract is applicable to all the above-mentioned existing contracting authorities.
- 2.5 References to the Contracting Authority in the Contract must be understood, as required by the context, as referring to one of the following concepts:
- a) all the EU institutions, agencies and bodies covered by the Contract (the participating EUIs/the EUIs), in relation to their collective rights and obligations with the Contractor, as one of the parties to the Contract;
 - b) any one of the participating EUIs acting in its own capacity;
 - c) the Commission acting in its capacity as Lead Contracting Authority and agent for the participating EUIs or in its capacity as a Contracting Authority.
- 2.6 Newly created EU institutions, agencies, or bodies may join the Contract at any time by way of an amendment. Such amendment may take the form of a Notification from the Lead Contracting Authority to the Contractor. This Notification will have full legal effect from the day following the day on which the Notification is sent or on the day indicated in the Notification.

3 PROVISIONS

3.1 Documents

The parties have agreed to the Main Conditions in this contract and the following annexes:

Annex I	Original list for Cloud Services covered by the Contract and schedule of prices.
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Annex II	<p>Latest version of the Tender specifications of this Mini-Competition (reference No DIGIT/A3/PR/2018/035 CLOUD II DPS 1 MC9 of 01/02/2023 including Negometrix questionnaires and Commission’s replies to questions raised by tenderers during the tendering stage of Mini-Competition 9 in DIGIT/A3/PR/2018/035 – CLOUD II DPS 1</p> <p>– Full version stored by the Commission</p>
Annex III	<p>Contractor’s tender including:</p> <ul style="list-style-type: none"> (i) Contractor’s answers to Negometrix questionnaires and all replies by the Contractor to clarification requests made by the Commission during the evaluation stage of Mini-Competition 9 in DIGIT/A3/PR/2018/035 - CLOUD II DPS 1 (ii) Contractor’s SLA and any documents regarding operations <p>– Full version stored by the Commission</p>
Annex IV	Service Level Agreement (SLA) from the Contracting Authority
Annex V	Security Framework
Annex VI	EMAS Environmental Policy
Annex VII	<p>DPS 1 Specifications package (reference No DIGIT/A3/PR/2018/035 CLOUD II DPS 1 version 7 including Commission’s replies to questions raised by participants in CLOUD II DPS 1 at the level of the DPS</p> <p>– Full version stored by the Commission</p>
Annex VIII	Cloud Terms and Conditions (“CTCs”)

which form an integral part of this contract (the “Contract”).

This Contract sets out the obligations of the parties during and after the duration of this Contract.

All documents issued by the Contractor (end-user agreements, Contractor’s general conditions, etc.) except its tender are held inapplicable, unless such documents are explicitly included as one of the annexes to this Contract. In all circumstances, in the event of contradiction between this Contract and documents issued by the Contractor, this Contract prevails, regardless of any provision to the contrary in the Contractor’s documents.

3.2 Order of priority of provisions

If there is any conflict between the provisions of the different parts and annexes of this Contract, the following order of precedence shall apply:

- a) Main Conditions of this Contract;
- b) SLA from the Contracting Authority (Annex IV);
- c) Original list for Cloud Services covered by the Contract and schedule of prices (Annex I).
- d) Tender Specifications of this Mini-Competition (Annex II);
- e) Security Framework (Annex V);
- f) EMAS Environmental Policy (Annex VI);
- g) DPS specifications, including DPS Q&A (Annex VII);
- h) Cloud Terms and Conditions (Annex VIII);
- i) Contractor's tender including Contractor's SLA and any documents regarding operations (Annex III);

3.3 Severability

Each provision of this Contract is severable and distinct from the others. If a provision is or becomes illegal, invalid or unenforceable to any extent, it must be severed from the remainder of the Contract. This does not affect the legality, validity or enforceability of any other provisions of the Contract, which continue in full force and effect. The illegal, invalid or unenforceable provision must be replaced by a legal, valid and enforceable substitute provision which corresponds as closely as possible with the actual intent of the parties under the illegal, invalid or unenforceable provision. The replacement of such a provision must be made in accordance with article 18 (Amendments). The Contract must be interpreted as if it had contained the substitute provision as from its entry into force.

4 SUBJECT MATTER

- 4.1 The subject matter of this Contract is the provision of multi-tenant IaaS/PaaS cloud services (the "Cloud Services") where the Contracting Authority has the capability to deploy applications onto the Cloud infrastructure supported by the Contractor. The original list of Cloud Services covered by this Contract is included in Annex I.
- 4.2 The Contract does not confer on the Contractor any exclusive right to provide the Cloud Services referred to in the above paragraph.
- 4.3 Upon implementation of the Contract, the Contractor shall provide the Cloud Services in accordance with the provisions of the Contract.

5 DURATION

5.1 Entry into force

- 5.1.1 The Contract enters into force on the date on which the last party signs it.

5.1.2 Performance of the Contract cannot start prior to its entry into force.

5.2 Maximum Duration

5.2.1 The duration of the Contract is 72 months.

5.2.2 The Contract cannot be renewed.

5.2.3 All periods specified in the Contract are calculated in calendar days, unless otherwise specified.

5.3 Execution in phases

The Performance of the Contract is divided into three (3) phases.

5.3.1 Deployment

5.3.1.1 Deployment consists of the phase during which the Contractor delivers the initial Cloud Services requested by the Contracting Authority as described in the Contracting Authority's SLA.

5.3.1.2 The duration of the deployment phase is defined in the Contracting Authority's SLA.

5.3.1.3 In case of failure from the Contractor to deliver the Cloud Services at a quality level in accordance with the Contract, the Contracting Authority is entitled to terminate the Contract following the conditions laid out in article 29 (Grounds for termination by the Contracting Authority).

5.3.1.4 The Contractor must not terminate the Contract during the Deployment phase except if the Contracting Authority is in breach of a substantial contractual obligation.

5.3.2 Execution

5.3.2.1 Execution consists of the phase immediately following the deployment phase. During the execution phase, the Contractor shall ensure that it delivers the Cloud Services described in the context of the offer.

5.3.2.2 The Contracting Authority's SLA determines the process to follow for the provision of Cloud Services during the execution phase.

5.3.2.3 Either Party may terminate the Contract during the execution phase, following the conditions laid out in articles 28 and 29 (Termination).

5.3.3 Migration

5.3.3.1 Migration consists of the optional phase prior to the termination of the Contract during which the Contractor will collaborate with the Contracting Authority on the migration of the data of the Contracting Authority from the Contractor's infrastructure to another infrastructure determined solely by the Contracting Authority.

5.3.3.2 The requirements for migration and the duration of the migration period are determined in the SLA.

5.3.3.3 The Contractor must not terminate the Contract during the migration phase except if the Contracting Authority is in breach of a substantial contractual obligation.

5.4 Multi-annual commitments

5.4.1 The Performance of the Contract is further divided into calendar years. The Contractor is authorised to continue the Performance of the Contract in the next calendar year on the condition that the necessary funding is available from the Union's budget. The Contracting Authority must Notify the Contractor in writing one (1) month before the next calendar year if the necessary funding is not available.

5.4.2 In a case where the budget is pending adoption, provisions of article 7.6.6 regarding payments are applicable. In a case where the budget is irrevocably unavailable, the Contracting Authority may terminate the Contract following the conditions laid out in article 29 (Grounds for termination by the Contracting Authority).

6 PRICE

6.1 Maximum amount of the Contract

6.1.1 The maximum amount covering all purchases under this Contract is fifteen million seven hundred and fifty thousand euro (EUR 15,750,000).

6.1.2 However, this does not bind the Contracting Authority to purchase for the maximum amount.

6.2 Price list

The initial price list of the Cloud Services available for purchase under this Contract is appended to the Contract as Annex I. This price list contains the list of Cloud Services requested in the Tender Specifications of the Mini Competition, together with the Cloud Services of the Contractor which the Contracting Authority may select from during the Performance of the Contract.

6.3 Updates to the price list

6.3.1 The Contractor agrees to make an updated version of the price list of the Cloud Services available to the Contracting Authority at the frequency, in a format and according to modalities determined in the SLA.

6.3.2 In the event that costs are either increasing significantly or that they are significantly higher than market prices for comparable Cloud Services, the Contracting Authority may carry out a benchmarking exercise of the updated price list. The conditions triggering the benchmarking exercise are described in the SLA.

- 6.3.3 The purpose of this benchmarking exercise is to determine the evolution of costs borne by the Contracting Authority in proportion to the volume of Cloud Services in scope of this Contract. The benchmarking exercise is conducted by the Contracting Authority or by a delegated entity.
- 6.3.4 If the benchmarking exercise verifies that the triggering conditions are present, the Contracting Authority is entitled to terminate the Contract.

7 PAYMENT ARRANGEMENTS

7.1 Bank account

Payments must be made to the Contractor's² bank account denominated in euro, identified as follows:

Name of bank	[REDACTED]
Address of branch	[REDACTED], B 2600 Antwerpen, Belgium
Denomination of account holder	Oracle Belgium
IBAN ³ code:	[REDACTED] - Swift code

7.2 Date of payment

The date of payment is deemed to be the date on which the Contracting Authority's account is debited.

7.3 Currency

Payments are made in euros.

7.4 Conversion

- 7.4.1 When the Contractor makes any conversion between another currency and the euro to provide an invoice in euros, or when the Contracting Authority makes any conversion between another currency and the euro to pay an invoice issued in another currency than the euro, the following conversion rule will apply.
- 7.4.2 The exchange rate is set for a period of twelve (12) months on the monthly accounting exchange rate, as established by the European Commission and

² For the purpose of this article, references to the Contractor must be understood as the Contractor or the leader in the case of a joint tender

³ BIC or SWIFT code for countries with no IBAN code.

published on the website indicated below, applicable on the day the Contract was signed:

http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm.

7.4.3 This exchange rate is updated every twelve (12) months at the monthly accounting exchange rate published on the website indicated above, on the anniversary date of the signature of the Contract.

7.5 Costs of transfer

The costs of the transfer are borne as follows:

- (a) the Contracting Authority bears the costs of dispatch charged by its bank;
- (b) the Contractor bears the costs of receipt charged by its bank;
- (c) the party causing repetition of the transfer bears the costs for repeated transfer.

7.6 Payments

- 7.6.1 The Contractor must provide an invoice for the payments following the billing and invoicing mechanisms defined in the Contracting Authority's SLA and following the conditions set out in Article 7.7 (Invoices and value added tax).
- 7.6.2 The Contracting Authority must approve any submitted documents or deliverables and pay within thirty (30) days from validation of the invoice.
- 7.6.3 Payment of the invoice and approval of documents does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information they contain.
- 7.6.4 Payment may take the form of recovery, as per article 26.
- 7.6.5 The Contracting Authority may suspend the time limit for payment specified above in accordance with article 7.8 (Suspension of the time allowed for payment). Once the suspension is lifted, the Contracting Authority shall give its approval and pay within the remainder of the time-limit indicated above unless it rejects partially or fully the submitted documents or deliverables.
- 7.6.6 In the event of its budget not being adopted, the Contracting Authority may, after giving prior Notice, pay invoices by monthly instalments. In such cases, it shall Notify the Contractor once it is in a position to resume normal payment arrangements.

7.7 Invoices and value added tax

- 7.7.1 The Contractor submits invoices by electronic means through the Portal, in accordance with the Portal terms and conditions and using the forms and templates provided there, or through means of European Commission supported interoperability networks compliant with the Directive 2014/55/EU on electronic invoicing in public procurement.
- 7.7.2 In the exceptional cases where electronic invoicing is not used, invoices for the purpose of this Contract must be sent by email to the following functional mailbox:

DIGIT-FINANCE@ec.europa.eu

or by mail to:

European Commission
DIGIT R2 Budget and Finance
Rue de la loi 107
L-107 013/DCS
B-1049 Brussels

- 7.7.3 For invoices sent to the Contracting Authority via email, the reception date must be considered as the date on which the invoice arrives in the functional mailbox of the Contracting Authority.
- 7.7.4 Invoices must contain the Contractor's identification data, the amount, the currency and the date, as well as the Contract reference.
- 7.7.5 Invoices must indicate the place of taxation of the Contractor for value added tax (VAT) purposes and must specify separately amounts not including VAT and amounts including VAT.
- 7.7.6 The Contracting Authority is exempt from all taxes and duties, including VAT, in accordance with articles 3 and 4 of the Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union⁴.
- 7.7.7 The Contractor must complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for Performance of the Contract are exempt from taxes and duties, including VAT.
- 7.7.8 The Contractor shall have sole responsibility for compliance with the tax laws which apply to it. Failure to comply shall render the relevant invoices invalid.

⁴ Given that the ESM is an international organisation governed by public international law, the ESM benefits from a VAT exemption for supplies of goods and services provided to it on the basis of Article 151 1 (a) Directive 2006/112/EC of the Council of 28 November 2006.

7.7.9 If the transaction is taxable for VAT purposes as a local purchase in Belgium, use of this Contract constitutes a request for VAT exemption No 450, article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes the statement: 'Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)'.

7.8 Suspension of the time allowed for payment

7.8.1 The Contracting Authority may suspend the payment periods specified in article 7 at any time by Notifying the Contractor that its invoice cannot be processed. The reasons the Contracting Authority may cite for not being able to process an invoice are:

- a. because it does not comply with the Contract and specifically the Contracting Authority's SLA;
- b. because the Contractor has not produced the appropriate documents or deliverables.

7.8.2 The Contracting Authority must Notify the Contractor as soon as possible of any such suspension, giving the reasons for it. In case b) referred above, the Contracting Authority shall notify the Contractor of the time limits to submit additional information or corrections or a new version of the documents or deliverables if the Contracting Authority requires it.

7.8.3 Suspension takes effect on the date the Contracting Authority sends the Notification. The remaining payment period resumes from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two (2) months, the Contractor may request the Contracting Authority to justify the continued suspension.

7.8.4 Where the payment periods have been suspended following rejection of a document referred to in the first paragraph of this article and the new document produced is also rejected, the Contracting Authority reserves the right to terminate the Contract in accordance with article 29.1 (Grounds for termination by the Contracting Authority).

7.9 Interest on late payment

7.9.1 On expiry of the payment periods specified in article 7 (Payment arrangements), the Contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in euros (the reference rate) plus eight points. The reference rate is the rate in force, as published in the C series of the Official Journal of the European Union, on the first day of the month in which the payment period ends.

7.9.2 Suspension of the payment period as provided for in article 7.8 is not considered as giving rise to late payment.

- 7.9.3 Interest on late payment covers the period running from the day following the due date for payment up to and including the date of payment as defined in article 7.2.
- 7.9.4 However, when the calculated interest is EUR 200 or less, it must be paid to the Contractor only if it requests it within two (2) months of receiving late payment.

8 PERFORMANCE OF THE CONTRACT

- 8.1 For the request and delivery of Cloud Services, the Contractor must provide portal(s), Application Programming Interface(s) (APIs), and Command Line Interface(s) (CLIs) to allow the Contracting Authority to self-provision Cloud Services.
- 8.2 The Contractor must comply with the minimum requirements provided for in the Contract. This includes compliance with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU⁵ and compliance with data protection obligations resulting from Regulation (EU) 2016/679⁶ and Regulation (EU) 2018/1725⁷.
- 8.3 The Contractor must obtain any permit or licence required in the State where the implementation of the Contract takes place.
- 8.4 The Contractor must not present itself as a representative of the Contracting Authority and must inform third parties that it is not part of the European public service.
- 8.5 The Contractor is responsible for the Personnel who carry out the services and exercises its authority over its Personnel without interference by the Contracting Authority. The Contractor must inform its Personnel on the contents of this Contract and particularly that:
- a) they may not accept any direct instructions from the Contracting Authority; and
 - b) their participation in providing the services does not result in any employment or contractual relationship with the Contracting Authority.

⁵ OJ L 94 of 28.03.2014, p. 65

⁶ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, OJ L 119, 4.5.2016, p. 1, https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2016.119.01.0001.01.ENG

⁷ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of individuals with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295/39 21.11.2018, <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN>

- 8.6 The Contractor must ensure that the Personnel performing the Contract and any future replacement Personnel possess the professional qualifications and experience required to provide the services, as the case may be on the basis of the criteria set out in the DPS Specifications and the Tender Specifications of the Mini-Competition resulting in this Contract. An update of the skills should be foreseen in order to cope with the normal evolution of the software or cloud products. Those kinds of trainings cannot incur additional costs for the EUI.
- 8.7 At the Contracting Authority's reasoned request, the Contractor must replace any member of Personnel who:
- a) does not have the expertise required to provide the services; or
 - b) has caused disruption at the premises of the Contracting Authority.

The Contractor bears the cost of replacing its Personnel and is responsible for any delay in providing the services resulting from the replacement of Personnel .

- 8.8 The Contractor must immediately inform the Contracting Authority of any changes in the exclusion situations as declared, according to Article 137 (1) of Regulation (EU) 2018/1046.

9 SUBCONTRACTING

9.1 Rules on Subcontracting

- 9.1.1 A Subcontractor is an economic operator that **actively delivers** to the Contracting Authority a part of the Cloud Services ordered by the Contracting Authority.
- 9.1.2 The Contractor must not subcontract and have the Contract performed by third parties beyond the Identified Subcontractors mentioned in its tender without prior written authorisation from the Contracting Authority, as per article 9.2.
- 9.1.3 Subcontracting by Subcontractors is possible under the same rules as article 9.1.2.
- 9.1.4 Even if the Contracting Authority authorises subcontracting, the Contractor remains bound by its contractual obligations and is solely responsible for the Performance of this Contract.
- 9.1.5 The Contracting Authority has no direct legal commitment with the possible Subcontractor(s).
- 9.1.6 The Contractor must ensure that the Subcontractor shall safeguard the rights of the Contracting Authority under this Contract.

9.2 Replacement or addition of Subcontractors

- 9.2.1 The list of Identified Subcontractors is maintained by the Contracting Authority and contains the list of entities that are involved in actively delivering part of the Cloud Services under this Contract.
- 9.2.2 The Contracting Authority may request the Contractor to replace an entity in the list of Identified Subcontractors found to be in a situation provided for in articles 29.1.5, 29.1.6 and 29.1.9 (Grounds for termination by the Contracting Authority).
- 9.2.3 The Contractor may request authorization from the Contracting Authority to replace a Subcontractor or to add a new Subcontractor. The Contractor must submit its formal request via Negometrix or to the Contracting Authority's email address as stipulated in article 10.1 (Mail and email communication Details). The request should contain:
- a. exact name, official address, registration/VAT number of the new subcontractor and its contact details;
 - b. reasons to subcontract and explanation for the involvement and type of services the subcontractor will perform;
 - c. signed Declaration on Honour of absence of an exclusion situation under Article 137(1) 4th paragraph of the Financial Regulation;
 - d. signed Commitment Letter stating that the new entity will put the resources necessary for the performance of the Contract at disposal of the Contractor;
 - e. updated list of Identified Subcontractors;
 - f. updated list of subprocessors, if applicable.

The Contracting Authority reserves the right to request supporting documents to the Declaration on Honour.

- 9.2.4 New Involved Entities may be added on the condition that they are not in an exclusion situation (Article 136 of the Financial Regulation) and fulfil the selection criteria applicable to them individually.
- 9.2.5 Upon acceptance by the Contracting Authority of the replacement or the addition of a Subcontractor, the list of Identified Subcontractors will be updated by written notification from the Contracting Authority to the Contractor. This written notification will have full legal effect from the day it is sent or on the day indicated therein.
- 9.2.6 Performance by the new Subcontractor may not start under the Contract prior to such written notification, or the date indicated therein.

10 COMMUNICATION BETWEEN THE PARTIES

10.1 Mail and email communication Details

For the purpose of this Contract, mail and email communications must be sent to the following addresses:

Contracting Authority:

European Commission
Directorate-General for Informatics
Directorate R – Change Management & Resources
Unit R3 – ICT Procurement & Contracts
L-107 01/DCS
B-1049 Brussels, Belgium

DIGIT-CONTRACTS-INFO-CENTRE@ec.europa.eu

Contractor:

████████████████████
Strategic Client Director
Oracle Belgium
Medialaan 50, 1800 Vilvoorde, Belgium
████████████████████
Tel: ████████████████████

10.2 Communication via Electronic Exchange Systems

10.2.1 At any time during the course of the Contract, the Contracting Authority may notify the Contractor that certain communications will be made through Electronic Exchange System. In particular, the communications regarding invoicing are expected to take place through an Electronic Exchange System supported by the European Commission.

10.2.2 In addition, during the course of the Contract, the Negometrix platform may be used by both parties for any communications regarding the Contract. The platform is accessible at <https://platform.negometrix.com>.

10.2.3 Communications by the Contractor through Electronic Exchange System must be made by the persons authorised for that purpose by the Contractor.

10.3 Form and means of communication

10.3.1 Any communication of information, notices or documents under the Contract must:

- (a) be made in writing, preferably in electronic format (including email or other electronic exchanges) or by mail;
- (b) in the language of the Contract;
- (c) bear the Contract number;

(d) be made using the relevant communication details set out in article 10.1.

10.3.2 The parties agree that any communication made by email or via other electronic means has full legal effect and is admissible as evidence in judicial proceedings.

10.3.3 Formal Notifications are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the message was delivered to the specified recipient. The receiving date for Formal Notifications made through Electronic Exchange System will be the date and time the communication is accessed, as indicated by the time logs. Formal Notifications that have not been accessed within 10 days after sending, will be considered to have been accessed.

10.4 Date of communications via Electronic Exchange System for other than Formal Notifications

Notifications through the Electronic Exchange System are generally considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the Electronic Exchange System) as indicated by the time logs.

10.5 Date of communications by mail and email for other than Formal Notifications

10.5.1 Any communication is deemed to have been made when the receiving party receives it, unless this Contract refers to the date when the communication was sent.

10.5.2 Notifications via email are generally considered to have been made and the email to have been received by the receiving party on the day of dispatch of that email, provided that it does not have characteristics that could reasonably prevent its proper delivery (such as sending extremely voluminous e-mails that can be blocked for their size or emails containing elements that the majority of the spam filters would block). The sending party must be able to prove the date of dispatch. In the event that the sending party receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

10.5.3 Without prejudice to Article 116 of the Financial Regulation, communications via mail are generally considered to have been made on the day of receipt by the receiving party. Payment requests sent to the Contracting Authority via mail are deemed to be received on the day when they are registered by the department of the authorising officer responsible.

11 LOCATION OF DATA

11.1 The Contractor warrants that the Cloud Services are designed and shall be maintained in such a way that the Contracting Authority is clearly aware of the location(s) where the Cloud Services are physically hosted, and of the laws

applicable thereto. Each location must be determined as precisely as possible within an area with a maximum radius of fifty (50) kilometres and within the boundaries of only one country.

- 11.2 The Contracting Authority shall be able to ensure that its data remains at rest and in transit in the territory of the European Economic Area (EEA). The Contracting Authority may provide exceptions where the Contractor can document that adequate measures to protect the confidentiality of the data (e.g. encryption, etc.) are implemented. The Contractor must document the protective measures in writing. Such exceptions must be documented in the Contracting Authority's SLA and their usage agreed upon between the parties.
- 11.3 Services not in relation with the Contracting Authority's data (e.g. maintenance of the platforms, support) can be performed outside the European Economic Area if so provided in the Contracting Authority's SLA.

12 PROCESSING OF PERSONAL DATA

12.1 Processing of personal data by the Contracting Authority⁸

12.1.1 For the purpose of article 12.1:

- a. the data controller is the European Commission;
- b. the data protection notice is available at https://ec.europa.eu/info/data-protection-public-procurement-procedures_en.

12.1.2 Any personal data included in or relating to the Contract shall be processed in accordance with Regulation (EU) No 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the Contract by the data controller.

12.1.3 The Contractor or any other person whose personal data is processed by the data controller in relation to this Contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) No 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

12.1.4 Should the Contractor or any other person whose personal data is processed in relation to this Contract have any queries concerning the processing of its

⁸ Given that the ESM is an international organisation under public international law, this article does not apply to the ESM. The ESM acknowledges that personal data must be treated properly and securely, regardless of the format in which it is processed – whether physically, electronically, or otherwise – in order to preserve the data subjects' dignity and privacy. To ensure a high level of data protection, the ESM monitors developments in relation to the protection of personal data in general and, in particular, in the framework of international organisations. The ESM has a Personal Data Protection Policy, which reflects the principles of EU data protection law. The rights and obligations described in this paragraph are based on that Policy, rather than on Regulation (EU) 2018/1725. The ESM is the data controller for the purposes of this article.

personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

12.2 Processing of personal data by the Contractor as a data processor or subprocessor

12.2.1 For the purpose of article 12.2, “Controller” shall mean the entity which determines the purposes and means of the processing activities under this Contract. For the avoidance of doubt, the Controller is not necessarily the entity placing the order with the Contractor.

12.2.2 The list of Controller(s) is maintained by the Contracting Authority and is made available to the Contractor. The list details:

(a) the subject matter and purpose of the processing of personal data by the Contractor;

(b) the type of personal data processed and categories of data subjects.

12.2.3 Additional Controllers and details such as those contained in points (a) and (b) listed above, may be added to the list of Controllers at any time by way of a written notification from the Contracting Authority to the Contractor. This written notification will have full legal effect from the day it is sent or on the day indicated therein.

12.2.4 The location of and access to the personal data processed by the Contractor shall comply with the following:

(a) the Contractor may not change the location of data processing without the prior written authorisation of the Controller;

(b) any transfer of personal data under the Contract to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of Regulation (EU)2018/1725⁹, and where relevant, the data transfer instrument(s) permitting such international transfer shall be included in the list of subprocessors and, if necessary, shall be annexed to the Contract.

12.2.5 The processing of personal data by the Contractor shall meet the requirements of Regulation (EU) No 2018/1725 and be processed solely for the purposes set out by the Controller.

⁹ Regulation (EU) 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295/39, 21.11.2018, <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN>

- 12.2.6 The Contractor shall assist the Controller for the fulfilment of the Controller's obligation to respond to requests for exercising rights of persons whose personal data is processed in relation to this Contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) No 2018/1725. The Contractor shall inform without delay the Controller about such requests.
- 12.2.7 The Contractor may act only on documented written instructions and under the supervision of the Controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.
- 12.2.8 The Contractor shall grant Personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the Contract. The Contractor must ensure that Personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of the Cloud Terms and Conditions.
- 12.2.9 The Contractor and the Controller shall implement appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure a level of security appropriate to the risk, including, as appropriate:
- (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
 - (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

The specific technical and organisational measures implemented by the Contractor for the protection of personal data must be documented and constitute an integral part of the Contract.

- 12.2.10 The Contractor shall notify relevant personal data breaches to the Controller without undue delay and at the latest within forty-eight (48) hours after the Contractor becomes aware of the breach. In such cases, the Contractor shall provide the Controller with at least the following information:
- a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

- b) likely consequences of the breach;
 - c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 12.2.11 The Contractor shall immediately inform the Controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State data protection provisions as referred to in the Contract.
- 12.2.12 The Contractor shall assist the Controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:
- a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
 - b) notify a personal data breach to the European Data Protection Supervisor;
 - c) communicate a personal data breach without undue delay to the data subject, where applicable;
 - d) carry out data protection impact assessments and prior consultations as necessary.
- 12.2.13 The Contractor shall maintain a record of all data processing operations carried out on behalf of the Controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.
- 12.2.14 The Contracting Authority is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives and data security, which includes personal data held on behalf of the Contracting Authority in the premises of the Contractor or subcontractor.¹⁰
- 12.2.15 The duration of processing of personal data by the Contractor will not exceed the period referred to in article 17 (Checks and audits). Upon expiry of this period or at the request of the Controller, the Contractor shall, at the choice of the Controller:
- a) enable the Controller to retrieve the personal data within a period agreed upon between the Parties before proceeding with the definitive destruction of copies of, and erasure of, all personal data of the Contracting Authority unless Union or national law requires a longer

¹⁰ Given that the ESM is an international organisation under public international law, the ESM is accorded privileges and immunities, in particular with regard to the inviolability of archives, on the basis of the Treaty establishing the European Stability Mechanism.

storage of personal data and shall certify the same to the Contracting Authority; or

- b) ensure definitive destruction of copies of, and erasure of, all personal data of the Contracting Authority unless Union or national law requires a longer storage of personal data and shall certify the same to the Contracting Authority.

12.2.16 For the purpose of this Contract, the Controllers mandate the Contracting Authority to authorise the use of subprocessors and to conduct audits of the processing of personal data on its behalf.

12.2.17 If part or all of the processing of personal data is done by third parties (subprocessors), the Contractor shall identify each of these subprocessors in the list of subprocessors and must include therein, as a minimum the processing activities and personal data processed by each of the subprocessors, their role and the details required under Regulation (EU) 2018/1725. In case the Controller has authorised an international transfer of personal data pursuant to 12.2.4 and the subprocessor is supposed to be involved in that transfer, the Contractor will also submit any information necessary for the Controller to conclude whether such transfer is compliant with Chapter V of Regulation (EU) 2016/679 (“GDPR”) and of Regulation (EU) 2018/1725, in particular information on which safeguards for the transfers are in place, the destination country including potential onward transfers as well as nature, purpose, means and conditions of the processing by the data importer. The Contractor shall maintain the list of subprocessors and make it available to the Controller. For the avoidance of doubt, if a subprocessor is also a subcontractor within the meaning of article 9, it shall be identified in both the list of Identified Subcontractors and the list of subprocessors. The Contractor shall pass on the obligations referred to in this article 12.2 in writing to all subprocessors. At the request of the Contracting Authority, the Contractor shall provide evidence of this commitment, including the non-confidential parts of the agreement between the Contractor and the subprocessor. This Contract constitutes a general written authorisation for the Contractor to use the subprocessors identified in the list of subprocessors.

12.2.18 The Contractor shall remain fully responsible to the Controller for the performance of the subprocessors’ obligations in accordance with its agreement with the Contractor. The Contractor shall notify the Controller of any failure by the subprocessor to fulfil its contractual obligations.

12.2.19 The Contractor shall inform in writing the Contracting Authority of any intended changes concerning the addition or replacement of subprocessors at least thirty (30) days prior to such changes thereby giving the Contracting Authority the opportunity to object prior to the engagement of any subprocessor. In case the Contracting Authority objects to the engagement of a subprocessor, it shall do so via a prior written notice to the Contractor. In this instance, the Contractor shall provide the service without the use of this subprocessor. If this is not feasible, the Contracting Authority shall have the right to opt out of the service, without penalty.. The Contractor records the approved changes by updating the list of subprocessors.

12.2.20 The Contractor shall make available to the Controller all information necessary to demonstrate compliance with the Contractor's obligations laid down in this article 12.2 and Article 29 of Regulation (EU) No 2018/1725 and shall allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

13 INTELLECTUAL PROPERTY RIGHTS (« IPR »)

13.1 Ownership of IPR in the Cloud Services

- 13.1.1 The Contractor shall take all reasonable measures in order to ensure that it is the holder of all rights to the Cloud Services covered by the Contract and shall notify the Contracting Authority of any changes in ownership during the Performance of the Contract.
- 13.1.2 To the extent that the Cloud Services contain third party materials, the Contractor shall take all reasonable measures to acquire from such third parties all necessary rights on the third party materials for granting the license necessary for the Performance of this Contract.
- 13.1.3 Reasonable measures shall be considered all measures necessary, pursuant to the principle of due diligence, to the best of the Contractor's efforts and knowledge. In case the Contractor fails to take such measures, it shall be fully liable against the Contracting Authority.
- 13.1.4 Unless agreed between the parties, the Contracting Authority does not acquire ownership of the rights to the Cloud Services covered under this Contract.
- 13.1.5 The Contractor licenses the rights to the Cloud Services on a royalty-free and non-exclusive basis to the Contracting Authority, which may use these Cloud Services for all the modes of exploitation necessary for the Performance of this Contract. The licence is non-transferable and cannot be sub-licensed, except when it is sub-licensed by the Contracting Authority to persons and entities working for it or cooperating with it, including contractors and subcontractors, whether legal or natural persons, but only for the purpose of their mission for the Contracting Authority.
- 13.1.6 The payment of the price as set out in the Contract is deemed to also include any fees payable to the Contractor in relation to the licensing of the rights mentioned above.
- 13.1.7 All rights are licensed to the Contracting Authority from the entry into force of the Contract.
- 13.1.8 The license covers all territories worldwide unless prohibited by law, and is valid throughout the whole Performance of the Contract. This period might extend further than the duration of the Contract itself, including any transition term agreed for the period after the termination of the Contract.

13.2 Ownership of the Contracting Authority's data

- 13.2.1 The Contractor acknowledges that all data provided by the Contracting Authority to the Contractor or generated through the use by the Contracting Authority of the Cloud Services shall remain the ownership of the Contracting Authority. The Contractor shall acquire no right in such data other than the right to use such data for the purpose of and in compliance with this Contract. Personal data may only be processed for the purpose of the fulfilment of the Contract and in accordance with article 12 (Processing of personal data).
- 13.2.2 Where the Performance of the Contract requires that the Contractor uses Pre-existing Materials belonging to the Contracting Authority, the Contracting Authority may request that the Contractor signs an adequate licence agreement.

13.3 Indemnification

- 13.3.1 The Contracting Authority shall promptly inform the Contractor of any claim.
- 13.3.2 The Contractor will defend and/or settle any claims against the Contracting Authority alleging that the Cloud Services infringe the intellectual property rights of a third party. The Contractor may lead the defence procedures, provided that the Contracting Authority does not object to it on reasonable grounds.
- 13.3.3 The Contracting Authority will defend and/or settle any claims against the Contractor alleging that the Contracting Authority's data infringes the intellectual property rights of a third party. However, the Contracting Authority will indemnify the Contractor only against damages finally awarded against the Contractor with respect to those claims. This requires an enforceable judgement before a court in the European Union.
- 13.3.4 In addition, the Contractor will hold the Contracting Authority harmless, by paying infringement claim defence costs, other possibly negotiated settlement amounts, court awarded damages and all other costs resulting from the alleged infringement.
- 13.3.5 The Contractor shall, at no cost to the Contracting Authority, modify the Cloud Services so as to be non-infringing and materially equivalent, or shall procure a license from the third party. If these options are not available, the Contractor will refund to the Contracting Authority the amount paid for the Cloud Services, in addition to other amounts which may have to be paid in order to hold the Contracting Authority harmless.

14 SECURITY FRAMEWORK

- 14.1 The Contractor shall comply with the Security Objectives defined in the Security Framework contained in Annex V.

15 EMAS COMPLIANCE

- 15.1 The Contractor shall assist the Contracting Authority to perform its commitments as set in the EMAS EC Environmental Policy and shall follow EMAS best practices. The Commission's EMAS Environmental Policy is contained in Annex VI.
- 15.2 Environmental considerations are taken into account throughout the complete life cycle of a product or a service.

16 EQUAL OPPORTUNITIES

- 16.1 The Contractor shall observe a policy on the promotion of equality and diversity in the Performance of the Contract, by applying the principles of non-discrimination and equality set out in the EU Treaties in full and in their entirety.
- 16.2 In the Performance of the Contract, the Contractor shall establish, maintain and promote an open and inclusive working environment which respects human dignity and the principles of equal opportunities, especially through the removal of all obstacles to recruitment and all potential discrimination based on sex, race or ethnic origin, religion or convictions, disability, age or sexual orientation.

17 CHECKS AND AUDITS

- 17.1 In accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against Fraud and other Irregularities and Regulation (EU, Euratom) No 883/2013 of the European Parliament and the Council of 11 September 2013 concerning investigation conducted by the European Anti-Fraud Office, the European Anti-Fraud Office may carry out investigations, including on-the-spot checks and inspections, to establish whether there has been Fraud, corruption or any other illegal activity under the Contract affecting the financial interests of the Union. Findings arising from an investigation may lead to criminal prosecution under national law.
- 17.2 The investigations may be carried out at any moment during the provision of the services and up to five (5) years after the final payment of the balance under this Contract.
- 17.3 The Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/1939¹¹ ('the EPPO') and, for the processing of personal data, in compliance with Regulation (EU) 2016/679¹² and Regulation (EU)

¹¹ Council Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office

¹² Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, [OJ L 119, 4.5.2016, p. 1. https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2016.119.01.0001.01.ENG](https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2016.119.01.0001.01.ENG)

2018/1725¹³, the European Data Protection Supervisor have the same rights as the Contracting Authority, particularly right of access, for the purpose of checks, audits and investigations.

- 17.4 The Contracting Authority and/or the European Anti-Fraud Office (OLAF) may check or require an audit on the Performance of the Contract themselves, or authorise any outside body to do so on their behalf.
- 17.5 Such checks and audits may be initiated at any moment during the Performance of the Contract and up to five (5) years after the final payment of the balance under this Contract.
- 17.6 The audit procedure is initiated on the date of receipt of the relevant letter sent by the Contracting Authority. Audits are carried out on a confidential basis.
- 17.7 The Contractor must keep all original documents stored on any appropriate medium, including digitised originals if authorised under national law, for a period of five (5) years after the last payment of the balance under this Contract.
- 17.8 The Contractor must grant the Contracting Authority's staff and outside Personnel authorised by the Contracting Authority the appropriate right of access to sites and premises where the Contract is performed and to all the information, including information in electronic format, needed to conduct such checks and audits. The Contractor must ensure that the information is readily available at the moment of the check or audit and, if so requested, that information is handed over in an appropriate format.
- 17.9 On the basis of the findings made during the audit, a provisional report is drawn up. The Contracting Authority or its authorised representative must send it to the Contractor, who has thirty (30) days following the date of receipt to submit observations. The Contractor must receive the final report within sixty (60) days following the expiry of that deadline to submit observations.
- 17.10 On the basis of the final audit findings, the Contracting Authority may recover all or part of the payments made in accordance with article 26 (Recovery) and may take any other measure which it considers necessary.

18 AMENDMENTS

- 18.1 Any amendment to the Contract must be made in writing before all contractual obligations have been fulfilled.
- 18.2 Any amendment must not make changes to the Contract that might alter the initial conditions of the procurement procedure or result in unequal treatment of tenderers.

¹³ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of individuals with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295/39 21.11.2018, <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN>

19 ASSIGNMENT

- 19.1 The Contractor must not assign the rights and obligations arising from the Contract, including claims for payments or factoring, without prior written authorisation from the Contracting Authority. In such cases, the Contractor must provide the Contracting Authority with the identity of the intended assignee.
- 19.2 Any right or obligation assigned by the Contractor without authorisation is not enforceable against the Contracting Authority.

20 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 20.1 The Contract is governed by Union law, complemented, where necessary, by the law of Belgium.
- 20.2 The French-speaking courts of Brussels have exclusive jurisdiction over any dispute regarding the interpretation, application or validity of the Contract.

21 LIABILITY

- 21.1 The Contractor is liable for any loss or damage caused by the Contractor or its Personnel to the Contracting Authority during or as a consequence of the Performance of the Contract, up to three million euro (EUR 3,000,000).
- 21.2 The Contractor shall not be liable to the Contracting Authority for any indirect, incidental, consequential, special or punitive damages or for any loss of profits, whether based upon contract, tort or any other legal basis resulting from or in any way connected with the Performance of the Contract. This applies, irrespective of whether the loss or damage was foreseeable or not, and even if the Contracting Authority has been advised of the possibility of their occurrence.
- 21.3 In derogation of article 21.1, the Contractor is liable for the whole amount of the damage or loss caused by the Contractor or its Personnel to the Contracting Authority during or as a consequence of Performance of the Contract, if:
- a. the damage or loss is caused by the gross negligence, wilful misconduct, or Grave Professional Misconduct of the Contractor or of its Personnel;
 - b. an action is brought against the Contracting Authority by a third party for breach of its intellectual property rights and/or applicable data protection laws.
- 21.4 If the Contractor is composed of two or more economic operators (i.e. entities who submitted a joint tender as a Group, not including Identified Subcontractors), they are all jointly and severally liable to the Contracting Authority for the Performance of the Contract.

- 21.5 If required by the relevant applicable legislation, the Contractor must take out an insurance policy against risks and damage or loss relating to the Performance of the Contract. It must also take out supplementary insurance as reasonably required by standard practice in the industry. Upon request, the Contractor must provide evidence of insurance coverage to the Contracting Authority.
- 21.6 If a third party brings any action against the Contracting Authority in connection with the Performance of the Contract, including any action for alleged breach of intellectual property rights, the Contractor must assist the Contracting Authority in the legal proceedings, including by intervening in support of the Contracting Authority upon request. If the Contracting Authority's liability towards the third party is established and that such liability is caused by the Contractor or its Personnel during or as a consequence of the Performance of the Contract, articles 21.1-21.3 apply.
- 21.7 The Contracting Authority is not liable for any damage or loss caused solely and exclusively by the Contractor or its Personnel, including any damage or loss to third parties during or as a consequence of the Performance of the Contract.
- 21.8 Except for payment for services provided, and without prejudice to article 7 (Payment arrangements), the Contracting Authority is not liable for any loss or damage caused to the Contractor during or as a consequence of Performance of the Contract, unless the loss or damage was caused by wilful misconduct or gross negligence of the Contracting Authority, or for bodily injury or death.
- 21.9 The liability provisions in case of termination are laid down in article 29.4.

22 PROFESSIONAL CONFLICTING INTERESTS

- 22.1 The Contractor must take all the necessary measures to prevent any situation of Professional Conflicting Interest.
- 22.2 The Contractor must Notify the Contracting Authority in writing as soon as possible of any situation that could constitute a Professional Conflicting Interest during the Performance of the Contract. The Contractor must immediately take action to rectify the situation.
- 22.3 The Contracting Authority may do any of the following:
- a) verify that the Contractor's action is appropriate;
 - b) require the Contractor to take further action within a specified deadline.
- 22.4 The Contractor must pass on all the relevant obligations in writing to:
- a) its Personnel;
 - b) any natural person with the power to represent it or take decisions on its behalf;
 - c) third parties involved in the Performance of the Contract, including subcontractors.

- 22.5 The Contractor warrants that the above listed persons will comply with the obligations set out under the Contract.
- 22.6 The Contractor must also ensure that the persons referred to above are not placed in a situation which could give rise to Professional Conflicting Interests.

23 FORCE MAJEURE

- 23.1 If a party is affected by Force Majeure, it must immediately Notify the other party, stating the nature of the circumstances, their likely duration and foreseeable effects.
- 23.2 A party is not liable for any delay or failure to perform its obligations under the Contract if that delay or failure is a result of Force Majeure. If the Contractor is unable to fulfil its contractual obligations owing to Force Majeure, it has the right to remuneration only for the services actually provided.
- 23.3 The parties must take all necessary measures to limit any damage due to Force Majeure.

24 LIQUIDATED DAMAGES

24.1 Principle

- 24.1.1 If the Contractor fails to perform its contractual obligations, the Contracting Authority may claim liquidated damages following the conditions defined in the Contracting Authority's SLA.
- 24.1.2 Liquidated damages may be imposed together with a reduction in price under the conditions laid down in article 25 (Reduction in price).

24.2 Procedure and interest

The provisions for Recovery detailed in article 26 shall apply.

24.3 Nature of liquidated damages

The parties expressly acknowledge and agree that any amount payable under this article is not a penalty and represents a reasonable estimate of fair compensation for the damage incurred due to failure to provide the Cloud Services within the applicable time limits set out in this Contract.

24.4 Claims and liability

Any claim for liquidated damages does not affect the Contractor's actual or potential liability or the Contracting Authority's rights under articles 28 and 29 (Termination).

25 REDUCTION IN PRICE

25.1 Quality standards

- 25.1.1 If the Contractor fails to provide the service in accordance with the Contract ('unperformed obligations') or if it fails to provide the service in accordance with the expected quality levels specified in the Contract ('low quality delivery'), the Contracting Authority may reduce or recover payments proportionally to the seriousness of the unperformed obligations or low quality delivery.
- 25.1.2 A reduction in price may be imposed together with liquidated damages under the conditions of article 24 (Liquidated damages).

25.2 Procedure

- 25.2.1 The Contracting Authority must Formally Notify the Contractor of its intention to reduce payment and the corresponding calculated amount within one hundred eighty (180) days after the Contractor makes its invoice available according to the mechanism described in section 4.2 of the Contracting Authority's SLA (Invoicing Validation Process).
- 25.2.2 The Contractor has thirty (30) days following the date of receipt to submit observations. Failing that, the decision becomes enforceable the day after the time limit for submitting observations has elapsed.
- 25.2.3 If the Contractor submits observations, the Contracting Authority, taking into account the relevant observations, must Notify the Contractor:
- (a) of the withdrawal of its intention to reduce payment; or
 - (b) of its final decision to reduce payment and the corresponding amount.

25.3 Claims and liability

Any reduction in price does not affect the Contractor's actual or potential liability or the Contracting Authority's rights under articles 28 and 29 (Termination).

26 RECOVERY

If an amount is to be recovered under the terms of the Contract, the Contractor must repay the Contracting Authority the amount in question.

26.1 Recovery procedure

- 26.1.1 Before recovery, the Contracting Authority must Formally Notify the Contractor of its intention to recover the amount it claims, specifying the amount due and the reasons for recovery and inviting the Contractor to make any observations within thirty (30) days of receipt.

- 26.1.2 If no observations have been submitted or if, despite the observations submitted, the Contracting Authority decides to pursue the recovery procedure, the Contracting Authority may, after informing the Contractor in writing, recover the amounts due by offsetting them against the invoices of the next periods, until the amounts due are fully deducted.
- 26.1.3 If, for any reason, it is impossible to offset the amounts due against the invoices, the Contracting Authority will Formally Notify a debit note to the Contractor, specifying the date of payment. The Contractor must pay in accordance with the provisions specified in the debit note.
- 26.1.4 If the Contractor does not pay by the due date, the Contracting Authority may, after informing the Contractor in writing, recover the amounts due:
- (a) by offsetting them against any amounts owed to the Contractor by the Union or by the European Atomic Energy Community or by an executive agency when it implements the Union budget;
 - (b) by calling in a financial guarantee if the Contractor has submitted one to the Contracting Authority;
 - (c) by taking legal action.

26.2 Interest on late payment

- 26.2.1 If the Contractor does not honour the obligation to pay the amount due by the date set by the Contracting Authority in the debit note, the amount due bears interest at the rate indicated in article 7.9 (Interest on late payment). Interest on late payments will cover the period starting on the day after the due date for payment and ending on the date when the Contracting Authority receives the full amount owed.
- 26.2.2 Any partial payment is first entered against charges and interest on late payment and then against the principal amount.

26.3 Recovery rules in the case of joint tender

- 26.3.1 If the Contract is signed by a Group (joint tender), the Group is jointly and severally liable under the conditions set out in article 21 (Liability). The Contracting Authority shall send the debit note first to the leader of the Group.
- 26.3.2 If the leader does not pay by the due date the whole amount, and if the amount due cannot be offset or can only be offset partially in accordance with article 26.1 (a), then the Contracting Authority may claim the amount still due from any other Group Members by respectively Notifying them with a debit note in conformity with the provisions laid down in article 26.1.

27 SUSPENSION OF THE PERFORMANCE OF THE CONTRACT

27.1 Suspension by the Contractor

27.1.1 If the Contractor is affected by Force Majeure, it may suspend the Performance of the Contract. The Contractor must immediately Notify the Contracting Authority of the suspension. The Notification must include a description of the Force Majeure and state when the Contractor expects to resume the Performance of the Contract.

27.1.2 The Contractor must Notify the Contracting Authority as soon as it is able to resume Performance of the Contract, unless the Contracting Authority has already terminated the Contract.

27.2 Suspension by the Contracting Authority

27.2.1 The Contracting Authority may suspend the Performance of the Contract or any part of it:

- (a) if the procedure for awarding the Contract or the Performance of the Contract proves to have been subject to Irregularities, Fraud or Breach of Obligations;
- (b) in order to verify whether the presumed Irregularities, Fraud or Breach of Obligations have actually occurred;
- (c) in order to verify whether the suspected grounds for termination in article 29.1 are present.

27.2.2 The Contracting Authority must Formally Notify the Contractor of the suspension and the reasons for it. Suspension takes effect on the date of Formal Notification, or at a later date if the Formal Notification so provides.

27.2.3 The Contracting Authority must Notify the Contractor as soon as the verification of article 27.2.1 is completed whether:

- (a) it is lifting the suspension; or
- (b) it intends to terminate the Contract under article 29.1 (Grounds for termination by the Contracting Authority).

27.2.4 The Contractor is not entitled to compensation for suspension of any part of the Contract.

27.2.5 The Contracting Authority may in addition suspend the time allowed for payments in accordance with article 7.8 (Suspension of the time allowed for payment).

28 TERMINATION FOR CONVENIENCE

- 28.1 Both the Lead Contracting Authority and the Contractor may terminate the Contract for convenience by sending Formal Notification to the other party with a notice period of at least one hundred eighty (180) days. The date on which the termination takes effect shall be specified in the Formal Notification.
- 28.2 The Contractor is entitled to payment only for the Cloud Services that are provided in accordance with the Contract, and which are provided before termination takes effect. Neither party is entitled to compensation for any loss resulting from the termination of the Contract under this article 28, including loss of anticipated profits.
- 28.3 The parties must take all appropriate measures to minimise costs, prevent damage and cancel or reduce their respective commitments.
- 28.4 Within sixty (60) days of the date of termination, the Contractor must submit any report, deliverable or Result for Services that were provided before the date of termination.
- 28.5 At the request of the Contracting Authority and irrespective of which party requested the termination, the Contractor must provide all necessary assistance, including data, information, and documents, to allow the Contracting Authority to complete, continue or transfer the Cloud Services to a new contractor or internally, without interruption or adverse effect on the quality or continuity of the Cloud Services. The parties may agree to draw up a transition plan detailing the Contractor's assistance unless such plan is already detailed in other Contract documents. The Contractor must provide such assistance at no additional cost, except if it can demonstrate that it requires substantial additional resources or means, in which case it must provide an estimate of the costs involved and the parties will negotiate an arrangement in good faith.

29 TERMINATION ON SPECIFIC GROUNDS

29.1 Grounds for termination by the Contracting Authority

The Contracting Authority may terminate the Contract in the following circumstances:

- 29.1.1 If provision of the Cloud Services under the Contract has not actually started within fifteen (15) days of the scheduled date and the Contracting Authority considers that the new date proposed, if any, is unacceptable, taking into account article 18.2 (Amendments);
- 29.1.2 If the Contractor does not perform the Contract in accordance with the DPS Specifications or the Tender Specifications of the Mini-Competition establishing this Contract or is in breach of another substantial contractual obligation;
- 29.1.3 If the Contractor does not comply with article 8.2;
- 29.1.4 If the Contractor is unable, through its own fault, to comply with the requirements of article 8.3;

- 29.1.5 If any person that assumes liability for the debts of the Contractor under this Contract is in one of the situations provided for in Article 136(1) points (a) and (b) of the Financial Regulation;
- 29.1.6 If the Contractor or any Related Person is in one of the situations provided for in Article 136(1) points (a) to (h) or in Article 136(2) of the Financial Regulation;
- 29.1.7 If the Contractor is in a situation that could constitute a Professional Conflicting Interest as referred to in article 22 (Professional Conflicting Interests);
- 29.1.8 If a change to the Contractor's legal, financial, technical, organisational or ownership situation is likely to substantially affect the Performance of the Contract or substantially modify the conditions under which the Contract was initially awarded, or if a change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046 calls into question the decision to award the Contract;
- 29.1.9 If the Contractor is in breach of the data protection obligations applicable to this Contract;
- 29.1.10 Where the Contracting Authority has evidence that the Contractor or any Related Person has violated any provisions on security or confidentiality included in the Contract;
- 29.1.11 Where the Contracting Authority has evidence or seriously suspects the Contractor of active or passive, intentional or negligent, disclosure of any data, information or documents of the EUIs during the Performance of the Contract, to any authorities, legal persons or natural persons, with the sole exception of relevant formal requests submitted by EU judicial authorities for the purpose of criminal investigations;
- 29.1.12 If the procedure for awarding the Contract or if the Performance of the Contract proves to have been subject to Irregularities, Fraud or Breach of Obligations;
- 29.1.13 In the event of established Force Majeure, where either resuming implementation is impossible or the necessary ensuing amendments to the Contract would mean that the DPS Specifications or the Tender Specifications of the Mini-Competition establishing this Contract are no longer fulfilled or result in unequal treatment of tenderers or contractors;
- 29.1.14 In the case where the necessary funding from the Union's budget is irrevocably unavailable as foreseen in article 5.4.2 (Multi-annual commitments).

29.2 Grounds for termination by the Contractor

The Contractor may terminate the Contract if the Lead Contracting Authority is in breach of a substantial contractual obligation, in particular the obligation to provide the information needed for the Contractor to perform the Contract as provided for in the DPS Specifications and the Tender Specifications of the Mini-Competition resulting in this Contract.

29.3 Procedure for termination

- 29.3.1 A party must Formally Notify the other party of its intention to terminate the Contract and the grounds for termination, as laid down in article 29.1 or 29.2 (as applicable).
- 29.3.2 The date on which the termination takes effect must be specified in the Formal Notification. In the cases referred to in article 29.1, the termination may take effect on the day following the date on which the Contractor receives Formal Notification of termination.
- 29.3.3 Except for the case where the Formal Notification sent by the Contracting Authority specifies that termination is immediate, the other party has thirty (30) days following the date of receipt of the Formal Notification to submit observations, including the measures it has taken or will take to continue fulfilling its contractual obligations. Failing that, the decision to terminate becomes enforceable the day after the time limit for submitting observations has elapsed.
- 29.3.4 If the other party submits observations, the party intending to terminate must Formally Notify it within fifteen (15) days of its decision to either withdraw its intention to terminate or of its final decision to terminate. If the final decision is to terminate, the Formal Notification shall specify the date on which termination will take effect.
- 29.3.5 If proceedings as described in Article 136(1)(a) of the Financial Regulation are initiated on the part of the Contractor, an Involved Entity or a Related Person, the Contractor must immediately inform the Contracting Authority and make available all of the Contracting Authority's data for retrieval.
- 29.3.6 At the request of the Contracting Authority and irrespective of the grounds for termination, the Contractor must provide all necessary assistance, including data, information, and documents, to allow the Contracting Authority to complete, continue or transfer the Cloud Services to a new contractor or internally, without interruption or adverse effect on the quality or continuity of the Cloud Services. The parties may agree to draw up a transition plan detailing the Contractor's assistance unless such plan is already detailed in other Contract documents. The Contractor must provide such assistance at no additional cost, except if it can demonstrate that it requires substantial additional resources or means, in which case it must provide an estimate of the costs involved and the parties will negotiate an arrangement in good faith.
- 29.3.7 The parties must take all appropriate measures to minimise costs, prevent damage and cancel or reduce their commitments.
- 29.3.8 In the case of joint tenders, the Contracting Authority may terminate the Contract with each Involved Entity separately on the basis of articles 29.1.5, 29.1.7, or 29.1.9, under the conditions set out in article 18 (Amendments) and applicable as of the date mentioned in the amendment.

29.4 Effects of termination

- 29.4.1 In accordance with article 21.1, the Contractor is liable for damage incurred by the Contracting Authority as a result of the termination of the Contract, including the additional cost of appointing and contracting another contractor to provide or complete the Performance of the Contract, except if the damage is a result of a termination in accordance with article 29.1.13, article 29.1.14 or article 29.2. The Contracting Authority may claim compensation for such damage.
- 29.4.2 The Contractor is not entitled to compensation for any loss resulting from the termination of the Contract, including loss of anticipated profits, unless the loss was caused by the situation specified in article 29.2 (*Ground for termination by the Contractor*).
- 29.4.3 Within sixty (60) days of the date of termination, the Contractor must submit any invoice required for Cloud Services that were provided before the date of termination.
- 29.4.4 Within the same period, the Contractor shall return all confidential data, information or documents to the Contracting Authority.

30 SURVIVAL

All provisions in this Contract regarding indemnification, liability, confidentiality, data protection and intellectual property rights shall survive the termination or expiry of this Contract.

31 DEFINITIONS

For the purpose of this Contract, the following definitions (capitalized in the text) apply:

Term	Definition
Back Office	The internal system(s) used by the parties to process electronic invoices.
Breach of Obligations	A failure by the Contractor to fulfil one or more of its contractual obligations.
Data at rest	Data physically stored in any digital form such as a database, a data warehouse, an object or block storage
Data in transit	Data which is actively moving from one location to another through a public (e.g. internet) or private network
Electronic Exchange System	Electronic exchange system meeting the requirements of Article 148 of Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.

Financial Regulation Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012, OJ L 193 of 30.7.2018, p.1 https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2016.119.01.0001.01.ENG

Force Majeure Any unforeseeable or exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the Contract. The situation or event may not be attributable to error or negligence on the part of the parties or on the part of any Involved Entity, and must prove to be inevitable despite their exercising due diligence. Defaults, defects in equipment or material or delays in making them available, labour disputes, strikes and financial difficulties may not be invoked as Force Majeure, unless they stem directly from a relevant case of Force Majeure.

Formal Notification or to Formally Notify A form of communication between the parties made in writing including by electronic means, which provides the sender with compelling evidence that the message was delivered to the specified recipient.

Fraud An act or omission committed in order to make an unlawful gain for the perpetrator or another by causing a loss to the Union's financial interests, and relating to: i) the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or assets from the Union budget, ii) the non-disclosure of information in violation of a specific obligation, with the same effect, or iii) the misapplication of such funds or assets for purposes other than those for which they were originally granted, which damages the Union's financial interests.

Grave Professional Misconduct A violation of applicable laws or regulations or ethical standards of the profession to which a Contractor or a Related Person belongs, including any conduct leading to sexual or other exploitation or abuse, or any wrongful conduct of the Contractor or a Related Person which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.

Group A combination of economic operators that submits a joint Application or tender, regardless of the link they have between them and irrespective of whether they have legal form.

Involved Entity	Each economic operator involved in an Application, tender, or in the execution of a Contract. This includes Group Members, subcontractors and entities on whose capacity is being relied, but excludes subprocessors.
Irregularity	Any infringement of a provision of Union law resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the Union's budget.
Mini-Competition	Call for tender launched by the Contracting Authority open to all the Participants in a DPS.
Performance of the Contract	The execution of tasks and delivery of the purchased services by the Contractor to the Contracting Authority.
Personnel	Persons employed directly or indirectly or contracted by the Contractor to perform the Contract.
Portal	EU Funding & Tenders Portal; electronic exchange system managed by the European Commission and used by itself and other EU institutions, bodies, offices or agencies for the management of their funding, prizes and procurement.
Pre-existing Material	Any material, document, technology or know-how which exists prior to the Contractor using it for the production of a Result in the Performance of the Contract.
Professional Conflicting Interest	A situation in which the Contractor's previous or ongoing professional activities affect its capacity to perform the Contract to an appropriate quality standard.
Related Person	Any natural or legal person who is a member of the administrative, management or supervisory body of the Contractor, or who has powers of representation, decision or control with regard to the Contractor.
Result	Any intended outcome of the Performance of the Contract, whatever its form or nature, which is delivered and finally or partially approved by the Contracting Authority. A Result may be further defined in this Contract as a deliverable. A Result may, in addition to materials produced by the Contractor or at its request, also include Pre-existing Materials.
Subcontracting	The situation where a Contract has been or is to be established between the Contracting Authority and the Contractor and where the Contractor, in order to carry out that Contract, enters into legal commitments with other entities for performing part of the Contract.

Subcontracting by subcontractors (2nd level of subcontracting) The situation where a subcontractor enters into legal commitments with other entities (2nd level subcontractors) for performing part of the Contract.

Security Incident Any confirmed event having or threatening to have an adverse effect on the security of the Contracting Authority's data, which results in a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to data, including but not limited to personal data, transmitted, stored or otherwise processed.

SIGNATURES

Digitally signed by

(Signature) Date: 2023.05.15
11:25:13 +02'00'

Qualified electronic signature by:

Date: 2023-05-15 15:59:05 +02:00