The European Union, represented by the European Parliament, the Secretariat of which is located at Plateau de Kirchberg, L-2929 Luxembourg, represented, as regards the signing of this contract, by Pietro ALBA, Head of the Social Services Unit, hereinafter referred to as ‘the European Parliament’, of the one part,

AND

............................................................ domiciled at/the registered office of which is located at …,
............................................................
represented by ............................................,
acting in his/her capacity as .................................,
hereinafter referred to as ‘the Contractor’,

of the other part,

hereinafter referred to jointly as ‘the parties’,

HAVE AGREED UPON

the Specific Terms and Conditions and General Terms and Conditions hereafter,
I – SPECIAL TERMS AND CONDITIONS

ARTICLE I.1 – SUBJECT OF THE CONTRACT

1. The Contractor undertakes, in accordance with the terms and conditions set out in this contract and the annexes hereto, to deliver the supplies described in lots 1 to 8.

Definition of lots:
For the medical practice and the crèches of the European Parliament in Luxembourg
- Lot 1: medicinal and parapharmaceutical products
- Lot 2: medical products, equipment and consumables

For the medical practice and the crèche of the European Parliament in Brussels
- Lot 3: medicinal and parapharmaceutical products
- Lot 4: medical products, equipment and consumables

For the medical practice and the family room of the European Parliament in Strasbourg
- Lot 5: medicinal and parapharmaceutical products
- Lot 6: medical products, equipment and consumables

For the medical practices in Luxembourg/Brussels/Strasbourg, the crèches of the European Parliament in Luxembourg and the family room in Strasbourg
- Lot 7: hygiene and disinfectant products

(Hereinafter referred to as ‘the supplies’) as detailed in Annex IV.

2. The signing of this contract shall not entail any obligation on the European Parliament to place orders. This contract shall be applied by means of order forms and/or specific contracts.

3. When an order is placed in accordance with Article I.6 of this contract, the Contractor shall furnish and deliver the supplies in accordance with the terms and conditions set out in this contract and in the annexes hereto.

ARTICLE I.2 – DURATION

1. This contract shall enter into force on the date on which it is signed by the last party and run for a period of one year.

2. The contract shall be renewed tacitly on an annual basis, but its duration may not exceed four years from the date of its entry into force as specified in the previous paragraph, unless one of the parties objects thereto by registered letter sent at least six months before the expiry of the initial duration or before each annual renewal date. Such a renewal shall not entail any modification or deferment of existing obligations.

3. In no circumstances may order forms and specific contracts be signed before the date on which this contract enters into force. In no circumstances may the products to be supplied be delivered before the date on which the order form or specific contract enters into force.

4. The order forms and specific contracts must be signed by the European Parliament and countersigned by the Contractor before this contract expires. The terms of this contract shall continue to apply to such orders and specific contracts after it expires, but only until a maximum of 60 days after the end of the last renewal period.

ARTICLE I.3 – PRICE AND PAYMENT

1. The prices shall be expressed in euros, excluding valued added tax (VAT) and to a maximum of two decimal places.

The prices shall cover all the costs, including packaging and delivery costs, borne by the Contractor in performance of each order.
2. The prices shall be established on the basis of:
   - the official unit price in force for the packaging proposed, relating to the lot(s) concerned;
   - the rate of VAT to be subtracted, where applicable;
   - discounts granted under the contract, applicable to the range of products concerned.

   The European Parliament reserves the right to accept promotional tenders insofar as they prove more attractive: their price shall be determined using the method described above.

3. Payments under the contract shall be made in accordance with this article, and only if the Contractor has fulfilled all his contractual obligations by the date on which his payment request is dispatched. In no case will new payment requests be considered admissible if requests sent previously by the Contractor were not paid by the European Parliament for reasons of partial or total non-performance, incorrect performance or negligence.

4. Every payment request must contain the information specified in Article II.4 of the General Terms and Conditions. More detailed invoicing arrangements may be set out in the Specifications and the annexes thereto.

5. All requests for payment or credit notes relating to performance of this contract must be sent by the Contractor to:

   Official Mail Service of the European Parliament
   for the attention of Mr Pietro ALBA
   Head of the Social Services Unit
   Office PRE 04B027
   Plateau de Kirchberg
   L-2929 Luxembourg

   The Contractor must forward payment requests or credit notes to the European Parliament in envelopes, packages or equivalent items, on which either ‘payment request’ or ‘credit note’ shall be clearly visible and identifiable.

   Within the text of the payment request or credit note the Contractor shall include the following contact details, corresponding to the department responsible:

   European Parliament
   for the attention of Mr Pietro ALBA
   Head of the Social Services Unit
   Office PRE 04B027
   Plateau de Kirchberg
   L-2929 Luxembourg

   To be admissible, payment requests must be accompanied by the relevant invoices.

6. The sums due in respect of performance of this contract shall be payable within 30 calendar days of the date on which the European Parliament’s Official Mail Service referred to in the first subparagraph of paragraph 4 receives the payment request. Payments shall be deemed to have been made on the date on which the European Parliament’s account is debited.

7. The European Parliament may suspend the payment period at any time following receipt of the payment request by notifying the Contractor that his request cannot be met for the following reasons:

   a) the amounts referred to in the payment request are not due on the date of its receipt, but will certainly be due on a known subsequent date;

   b) the Contractor has not submitted all the supporting documents required by the law applicable or by this contract, but the European Parliament considers that the Contractor can remedy this omission without the payment request being rejected in accordance with paragraph 8;

   c) the European Parliament deems it necessary to carry out additional checks to verify that the amounts referred to in the payment request are due;
d) the Contractor has not complied with the provisions of the second and/or third subparagraphs of paragraph 4.

The European Parliament shall notify the Contractor of such a suspension by registered letter with acknowledgement of receipt or by hand delivery accompanied by the issuing of a receipt. Suspension shall take effect on the date indicated in the notification. The payment period shall recommence when the suspension is lifted, which will take place:

- in respect of a), on the due date of the payment in question, as confirmed by the European Parliament in the notification;
- in respect of b), with effect from the date on which the European Parliament’s Official Mail Service referred to in paragraph 4 receives the supporting documents in question, as described in the notification;
- in respect of c), upon the expiry of a reasonable period, as determined by the European Parliament and communicated to the Contractor in the notification;
- in respect of (d), on the date on which the European Parliament is able to identify the information omitted by the Contractor and registers the payment request; the Contractor shall be informed of that date in the notification.

8. Payment requests may be rejected by the European Parliament, which shall notify the Contractor accordingly, for the following reasons:

a) the payment referred to in the request is not due;
b) the payment request is erroneous and must be rectified by means of a credit note;
c) the payment request or the invoice is not accompanied by all the essential supporting documents and information required by this contract or by the law applicable, or the payment request has been drawn up with disregard for the tax rules applicable.

9. In the event of late payment, the Contractor shall be entitled to receive interest on arrears. The interest shall be calculated in accordance with the rate applied most recently by the European Central Bank to its main refinancing operations ("the reference rate") plus eight percentage points. The reference rate in force on the first day of the month in which the payment is due shall apply. This rate is published in the C series of the Official Journal of the European Union. The interest shall apply to the period elapsed between the calendar day following the payment deadline and the date of payment.

Where interest on arrears is equal to or less than EUR 200, it shall be paid to the Contractor only on presentation by the Contractor of a request no later than two months after the date of receipt of payment.

10. Payments shall be made by transfer to the Contractor’s bank account, denominated in euros and identified as indicated below:

Bank name: [complete]
Full branch address: [complete]
Exact designation of account holder: [complete]
Full account number, including bank codes: [complete]
IBAN and BIC code: [complete]

ARTICLE I.4 – PRICE REVISION

1. The prices shall follow changes in the official prices quoted by the Contractor.

2. Any change in the Contractor’s prices may be applicable insofar as supporting documentation relating to this official change shall be notified to the European Parliament at least 15 days before the end of the current month. This notification shall indicate the product(s) or the family or families of products affected by the change.

3. The change in prices shall apply only to orders made from the beginning of the month following receipt of a notification transmitted within the time limits.
4. The European Parliament reserves the right to postpone for one month/to reject the application of the new prices if the supporting documentation:
   – has not been submitted on time;
   – is not relevant to the issue.

ARTICLE I.5 – FINANCIAL GUARANTEES (not applicable)

ARTICLE I.6 – PERFORMANCE OF THE CONTRACT

1. Whenever the European Parliament wishes to purchase the supplies indicated in Article I.1, the relevant department shall send the Contractor:
   – a price quote request on:
     ▪ description of the products and their packaging;
     ▪ controlled quantities of packaging;
     ▪ unit price including VAT;
     ▪ VAT rate to be extracted;
     ▪ the trade discount given by the contractor;
     ▪ net price, VAT and delivery deducted.

   The Contractor shall respond within 24.00 after sending the price quote request (via email a PDF file).

   In case of agreement, the department responsible to the Contractor address:
   – an order form or a specific contract specifying:
     ▪ the name of the product and its packaging;
     ▪ the package quantities ordered;
     ▪ the unit price including VAT;
     ▪ the VAT rate to be subtracted;
     ▪ the trade discount granted by the Contractor;
     ▪ the net price with VAT and discount deducted;
     ▪ the amount per name;
     ▪ the grand total of the order form.

2. Within two working days of the dispatch of the order form or specific contract, the Contractor shall return a copy thereof (an e-mailed PDF file followed by a posted copy), duly dated and signed, to the department responsible to signify his receipt and acceptance of the order and the terms and conditions governing the performance thereof.

3. The Contractor shall deliver the supplies to the European Parliament with postage and packaging paid within a maximum of five days (not including Saturday and Sunday) from receipt of the order.

4. The period allowed for delivery of the supplies laid down in each order shall not begin to run until the date on which the order form or specific contract is signed by the European Parliament, unless that document refers to a different date.

5. The orders must be fulfilled as a priority in a single delivery: a delivery in two parts shall be authorised if the Contractor has informed the European Parliament in its acknowledgement of receipt.

6. All deliveries must be accompanied by a ‘Delivery form’ including the following precise information:
   – the number of the European Parliament’s order form and the date of receipt by the Contractor;
- the exact description of each product delivered;
- the packaging of the product;
- the official unit prices in force for the proposed packaging;
- the VAT rate applicable to the product;
- the contractual discount applicable to the product;
- the final price of the product excluding VAT and with the discount deducted;
- the grand total.

7. Deliveries must be carried out, in the following countries – towns – addresses, depending on the lot tendered for:

<table>
<thead>
<tr>
<th>Lots 1/2/7: The Grand Duchy of Luxembourg – Luxembourg</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact details for the services covered by the lots</td>
</tr>
<tr>
<td>European Parliament</td>
</tr>
<tr>
<td>Directorate-General for Personnel</td>
</tr>
<tr>
<td>Directorate C</td>
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<tr>
<td>Luxembourg Medical Service</td>
</tr>
<tr>
<td>KAD Building / Office 00E831</td>
</tr>
<tr>
<td>L-2929 Luxembourg</td>
</tr>
<tr>
<td>Head of Unit – Medical officer: Sandro COLANTONIO</td>
</tr>
<tr>
<td>Tel: 00352 4300 22590</td>
</tr>
<tr>
<td>Fax: 00352 4300 24719</td>
</tr>
<tr>
<td><a href="mailto:LMedical@ep.europa.eu">LMedical@ep.europa.eu</a></td>
</tr>
</tbody>
</table>

*****************************************

European Parliament
Directorate-General for Personnel
Directorate C
CPE II Crèche
3, rue Albert BORSCHETTE
L-2929 Luxembourg
Head of CPE II Crèche – Christine CARLSSON-AUBRY
Tel: 00352 4300 25410
Fax: 00352 4300 25428
christine.carlsson-aubry@ep.europa.eu

*****************************************

Lots 3/4/7: Belgium – Brussels
Contact details for the services covered by the lots

European Parliament
Directorate-General for Personnel
Directorate C
Brussels Medical Service
ASP Building, Office ASP 02F252
Rue Wiertz, 60
B-1047 Brussels
Head of Unit – Medical officer: Giampiero DI PAOLANTONIO
Tel: 0032 4300 42123
Fax: 0032 4300 49000
BMedical@ep.europa.eu

6/25
European Parliament
Directorate-General for Personnel
Directorate C
Strasbourg Medical Service
LOW Building, Tower Office – 1/1145
F-67000 Strasbourg

Head of unit – Doctor Giampiero DI PAOLANTONIO
Tel: 0032 4300 42123
Fax: 0032 4300 49000
BMedical@ep.europa.eu

8. The parties may agree to annex more detailed arrangements for the delivery of supplies to the order forms or specific contracts issued in the context of this contract, provided they do not contradict the provisions of this contract, its annexes or any other document describing in detail the arrangements for performance of this contract.

ARTICLE I. 7 - ACCEPTANCE PROCEDURES

1. Physical acceptance of the supplies shall be attested by the relevant department signing an acknowledgement of acceptance. Signature of the delivery note by the European Parliament shall merely signify acknowledgement that the supplies have been delivered, not their acceptance.

2. Verification of the conformity of the order shall be carried out within five days of the date of delivery.

3. The acceptance procedure shall be validated provided that the rules for performance referred to in Article I.6 and in the order form (or specific contract) have been complied with and provided that the supplies comply with the specifications of this contract and of the annexes hereto.

If this is not the case, the crèches’ service shall notify the Contractor in writing:
   - that the delivery does not comply with the order;
   - that it is unable to declare acceptance of the supplies, within the above-mentioned period of five days from the date of delivery.

4. If no acceptance certificate or statement of objections is issued within five days of the date of delivery, the supplies shall be deemed to have been accepted.

ARTICLE I.8 – WARRANTY

1. For lot 7, without prejudice to any statutory warranties which may apply, for each product supplied the Contractor shall grant a warranty period of two years from the date of acceptance of the supplies referred to in Article I.7. The provisions of Article II.2.2 of the General Terms and Conditions shall apply.

2. Notwithstanding factory inspection and acceptance by the European Parliament, the Contractor shall be required to remedy any defects or malfunctions of which he is notified by the European Parliament during the warranty period within 7 calendar days of such notification.

In the event of defective supplies being replaced or repaired, a further warranty period of two years shall run from the date of such replacement or repair. These time limits may be extended by any specific conditions concerning recourse to the warranty or by a document serving that purpose.

3. The Contractor shall bear the cost of the warranty, unless he can prove that the damage to or
malfunction of the item supplied is attributable to force majeure, abnormal use, or repairs or modifications carried out by the European Parliament without the Contractor’s consent in writing.

4. Expiry of the warranty period shall be without prejudice to the time limits allowed for legal remedies, in particular with regard to latent defects.

ARTICLE I.9 – DELAY, MANIFEST NEGLIGENCE AND NON-PERFORMANCE

1. In the event of delay or manifest negligence in the performance or the complete or partial non-performance of this contract or of orders placed or specific contracts, the European Parliament may, by way of reparation for the loss sustained, deduct damages in the relevant amount from the balance remaining payable to the Contractor, and, if applicable, from the financial guarantee provided for in Article I.5, supplemented, if applicable, by late-performance interest and the costs that it has borne in connection with that loss. If the amounts deducted prove insufficient to compensate adequately for the loss sustained, the European Parliament may take any other action in addition to that deduction. Without prejudice to any proceedings initiated by the Contractor, the European Parliament shall determine the amount of damages, late-performance interest and costs with a view to the deduction thereof and/or subsequent claims following notification to the Contractor by registered letter with acknowledgement of receipt of the failure to comply with the contract.

2. Without prejudice to paragraph 1, the European Parliament may apply a penalty of 5% of the value of outstanding orders per calendar day’s delay from the date on which the Contractor is notified of the delay by registered letter with acknowledgement of receipt. The maximum penalty shall be limited to 50% of the value of outstanding orders. Such penalties may be deducted from the amounts remaining due for payment.

3. Should the European Parliament’s relevant department be unable to accept the supplies for reasons attributable to the Contractor, or in the event of partial acceptance, paragraphs 1 and 2 shall also apply in respect of the supplies which have not been accepted.

4. In the circumstances referred to in paragraph 1 and without prejudice to any administrative and financial penalties imposed by the European Parliament in accordance with Article II.18 of the General Terms and Conditions, the European Parliament may, if notice has been served on the Contractor by registered letter with acknowledgement of receipt and no action, or inadequate action, has been taken in response within 15 calendar days of its dispatch, terminate the contract as of right with immediate effect by means of notification by registered letter with acknowledgement of receipt, without compensating the Contractor. It may also require performance by substitution under the terms provided for in Article II.16 of the General Terms and Conditions.

ARTICLE I.10 – LAW APPLICABLE, GENERAL TERMS AND CONDITIONS AND ADVERTISING OF THE CONTRACT

1. European Union law complemented by the law of the place of performance of this contract shall apply to the contract.

2. The Contractor hereby waives his own contractual terms and conditions. He declares that he is familiar with and accepts the General Terms and Conditions which form part of this contract.

3. The Contractor also declares that he accepts that certain information relating to this contract, namely his name or company name and the subject and value of the contract awarded, should be published as required by Regulation (EC, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the Financial Regulation applicable to the general budget of the Union (hereinafter the ‘Regulation’).

4. Any document supplied by the Contractor in connection with the submission of his tender shall become the property of the European Parliament and may be made accessible to the public subject to the restrictions and in accordance with the procedures laid down in Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, without prejudice to the

ARTICLE I.11 – JURISDICTION

Any dispute between the European Parliament and the Contractor relating to this contract which cannot be resolved by amicable settlement shall be submitted to the General Court of the Court of Justice of the European Union, pursuant to Article 256(1) of the Treaty on the Functioning of the European Union.

ARTICLE I.12 – DATA PROTECTION

1. Any personal data generated in connection with the performance of this contract shall be processed pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It may be processed only for the purposes of the performance, management and monitoring of the contract by the Social Services and Medical Practices Unit, without prejudice to its possible communication to the bodies responsible for carrying out checks or inspections pursuant to European Union law. The Contractor shall have the right of access to his personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the Social Services and Medical Practices Unit. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

2. Where this contract involves the processing of personal data by the Contractor on behalf of the European Parliament, the Contractor may act only on the instructions of the Social Services and Medical Practices Unit, in particular as regards the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which persons concerned may exercise their rights.

3. All personal data processed by the Contractor in the context of performance of this contract shall be confidential. The Contractor shall restrict access to the data to the staff strictly necessary for performance, management and monitoring of the contract.

4. The Contractor undertakes to adopt the appropriate technical and organisational security measures with regard to the risks inherent in the processing and nature of the personal data concerned. In the case of automated processing, the Contractor shall, in particular, adopt measures with a view to:
   a) preventing any unauthorised person from gaining access to the computer systems on which the personal data is processed;
   b) preventing any unauthorised reading, copying, alteration or removal of storage media;
   c) preventing any unauthorised memory inputs as well as any unauthorised disclosure, alteration or erasure of stored personal data;
   d) preventing unauthorised persons from using data-processing systems by means of data transmission facilities;
   e) ensuring that authorised users of a data-processing system can access no personal data other than those to which their access right refers;
   f) recording which personal data have been communicated, at what times and to whom;
   g) ensuring that it will be subsequently possible to check which personal data have been processed, at what times and by whom;
   h) ensuring that personal data being processed on behalf of the European Parliament can be processed only in the manner which the European Parliament intends;
i) ensuring that, during the communication of personal data and the transport of storage media, the data cannot be read, copied or erased without authorisation;
j) designing his organisational structure in such a way that it will meet the special requirements of data protection.

5. Paragraph 4 shall apply without prejudice to the Contractor’s obligations resulting from the applicable national regulations transposing Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

6. The European Parliament reserves the right to verify the Contractor’s implementation of, and compliance with, the measures referred to in paragraph 4. The Contractor undertakes to provide the European Parliament with any information which it may require in this regard.

ARTICLE I. 13 - JOINT AND SEVERAL LIABILITY OF CONTRACTOR

1. The parties identified in this contract as ‘the Contractor’ shall be jointly and severally liable to the European Parliament in respect of the performance of this contract.\(^2\)

2. (Indicate the name of the lead Contractor) shall be designated the lead Contractor. Without prejudice to paragraph 1, in respect of the performance of this contract, the lead Contractor shall act in the name of (indicate the names of the other contracting parties). All communications between the European Parliament and the Contractor shall be conducted through the lead Contractor. Payments shall also be made by the European Parliament to the account of the lead Contractor.\(^3\)

ARTICLE I.14 – GENERAL ADMINISTRATIVE PROVISIONS

All communications relating to the contract shall be in writing and indicate the contract reference number. Ordinary mail shall be deemed to have been received by the European Parliament on the date on which it is registered by the department responsible indicated below. Communications (with the exception of the payment requests and credit notes referred to in Article I.3.4) shall be sent to the following addresses:

<table>
<thead>
<tr>
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</tbody>
</table>

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\(^1\) Article to be included where the Contractor is a consortium of economic operators which submitted a joint tender in the tender procedure.

\(^2\) In the case of a consortium with its own legal personality, paragraph 1 should be replaced by the following: ‘Parties forming the consortium of operators and assuming the role of Contractor shall be jointly and severally liable vis-à-vis the European Parliament in respect of the performance of this contract’. Paragraph 2 can be deleted.

\(^3\) The current wording of this article should be retained in the model contract to be supplied together with the invitation to tender, depending on the results of the invitation to tender, other forms of consortiums of economic operators may emerge (with a designated lead tenderer but with the consortium itself having its own bank account, a ‘genuine’ consortium with its own legal personality and bank account, etc). Consequently, this clause will need to be adapted subsequently, once the result of the invitation to tender is known. In any case, the members of the consortium, whether or not it has its own legal personality, will always be required to assume joint and several liability vis-à-vis the European Parliament.
ARTICLE I.15 – FINAL PROVISIONS AND ANNEXES

1. The following documents are annexed to this contract and form an integral part hereof:

   Annex I: Specifications and all the annexes thereto

   Annex II: Model order form

   Annex III: The Contractor’s tender of (insert date)

   Annex IV: Price list

2. The provisions of the Specific Terms and Conditions, the General Terms and Conditions and the annexes shall apply at all times. However, in the event of contradictions between these different documents, the provisions of the Specific Terms and Conditions shall prevail over those of the other parts of the contract. The provisions laid down in the General Terms and Conditions shall take precedence over those in the annexes. The annexes shall take precedence over each other in the order in which they are numbered.

3. Subject to the above, the various documents making up the contract are to be taken as mutually explanatory. Any ambiguity or divergence within the same part or between different parts shall be explained and corrected by written instruction from the European Parliament.
II - GENERAL TERMS AND CONDITIONS

ARTICLE II.1 – GENERAL TERMS AND CONDITIONS RELATING TO PERFORMANCE OF THE CONTRACT

1. Unless specifically provided otherwise, the time limits for performance laid down in the contract, the specific contracts or the order forms shall run from the date on which they enter into force. They shall be extended in cases of force majeure. In such cases the parties shall agree new time limits in writing.

2. The Contractor shall perform the contract in good faith and to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax, social and environmental protection legislation.

3. The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed. The European Parliament may terminate the contract without notice if the Contractor is unable, through his own fault, to obtain any of the permits or licences required for performance of the contract.

4. The Contractor shall take out the insurance policies against risks and damage relating to performance of the contract which are required by the relevant legislation, including third-party liability insurance. He shall take out the additional policies which are customary in his field of activity. In addition, he shall take out professional insurance to cover the risks associated with non-conformity in the performance of the contract. A copy of all the insurance policies concerned shall be forwarded to the European Parliament should it so request, within 15 calendar days.

5. Any reference made to the Contractor’s staff in the contract shall relate exclusively to individuals involved in performing the contract.

6. The Contractor shall ensure that any person acting on his behalf or any member of his staff involved in performing the contract has the professional qualifications and experience required for the performance of the tasks assigned to the Contractor in accordance with the criteria laid down in the tender documents, including the specifications.

7. In the event of any incident connected with an act or omission by a member of the Contractor’s staff working on the European Parliament’s premises, or in the event of the qualifications and/or experience of a member of the Contractor’s staff failing to comply with the profile required under the contract, the Contractor shall replace that person immediately. The European Parliament shall be entitled to have the member of staff in question replaced, stating its reasons. Replacement staff must have the necessary qualifications and experience in accordance with the terms of the invitation to tender and be capable of performing the contract under the same contractual conditions. The Contractor shall be responsible for any delay in the performance of the tasks assigned to him resulting from the replacement of staff in accordance with this article.

8. The Contractor shall have sole responsibility for the staff who perform the tasks assigned to him. The Contractor must be able to prove to the European Parliament at any time that his staff are employed in compliance with the applicable rules.

9. The Contractor shall take all appropriate measures (insurance and other measures) to cover his staff against all risks to which they may be exposed during performance of the contract.

10. The contract shall be performed in such a way as to rule out the Contractor or his staff being in a position identical to that of persons employed by the European Parliament. In particular:
11. Should any unforeseen event, act or omission directly or indirectly hamper the performance of the contract, either in part or in full, the Contractor shall immediately and on his own initiative record it and report it to the European Parliament. The report shall include a description of the problem and an indication of the date on which it arose and details of the steps taken by the Contractor to comply with all his contractual obligations. In such an event the Contractor shall give priority to solving the problem rather than to determining who is responsible.

12. If the Contractor fails to fulfil his contractual obligations in accordance with the provisions of the contract, the European Parliament may, without prejudice to its right to terminate the contract, reduce its payments, or recover them, in proportion to the non-performance ascertained. The European Parliament may also apply penalties or damages as provided for in Article I.9 of the Specific Terms and Conditions and Article II.18 of these General Terms and Conditions.

13. The Contractor undertakes to provide the European Parliament with any information it may request for the purpose of managing the contract.

14. The Contractor and his staff may neither represent the European Parliament nor behave in any way which would give such an impression. They shall be required to inform third parties that they are not members of the European Union civil service.

15. The Contractor undertakes to transfer to the European Parliament, when the contract expires, all the information and documents in his possession concerning the tasks assigned to him for the performance of the contract.

ARTICLE II.2 – GENERAL TERMS AND CONDITIONS RELATING TO SUPPLIES

II.2.1. Packaging

Supplies shall be packaged in strong boxes or crates or in any other way which ensures that the contents remain intact and prevents damage or deterioration. Save as otherwise expressly provided in the contract or the annexes hereto, packaging shall remain the property of the European Parliament.

II.2.2. Shipments

1. Shipments shall be made to the addresses indicated on the order form, although the European Parliament reserves the right to change such addresses, in which case it shall do so in good time and the cost of carriage shall be adjusted by mutual agreement.

2. The Contractor shall complete or have completed all shipping formalities, in particular export formalities. He shall complete or have completed import formalities or shall provide all the documents required for that purpose, as the case may be.

3. To enable the supplies to be delivered to their final location at the place of destination, the Contractor shall send the European Parliament department designated in the contract the following information, if possible 10 calendar days before each delivery:

   a) the number, dimensions, net weight, gross weight, nature and marking of the packages;
   b) the means of transport;
c) the date, time and place of shipment and, where applicable, the approximate date and place of entry into the destination country (border crossing, port or airport);
d) a copy of the consignment note for the supplies;
e) pro forma invoices, which must state:
   - the price of the supplies unpackaged, ex works, in euros;
   - packing, carriage and, where appropriate, insurance costs, also in euros;
   - the contract reference and the numbers and markings of the packages.

4. Delivery notes

Each consignment shall be accompanied by a delivery note indicating the nature of the supplies, the quantities contained in the packages, the numbers and markings thereof, the reference and date of the order form and the date of shipment.

All delivery notes shall be drawn up in triplicate and must be duly signed and dated. The first copy shall accompany the packages, the second shall be dispatched to the receiving agent designated by the Contractor, accompanied, where appropriate, by the pro forma invoices, and the third shall be addressed, as notice of performance, to the department designated by the European Parliament. One of the copies shall be countersigned by the department receiving the delivery and returned to the person making the delivery. Signature of the delivery note by the European Parliament shall merely signify acknowledgement that the supplies have been delivered, not their acceptance.

If the delivery note is missing and delivery of the supplies is delayed as a result, all the consequential additional costs, in particular demurrage, handling and warehousing costs, shall be borne by the Contractor.

5. Risks

Save as otherwise expressly provided in the contract and its annexes, all risks relating to carriage and to the supplies carried shall be borne by the Contractor.

II.2.3. Acceptance of supplies

A. Supplies which, in accordance with the order form, do not require assembly, installation, commissioning, adjustment or any other action by the Contractor at the place of delivery.

Acceptance of the supplies shall be declared at the place of delivery, in the presence of the Contractor if he so requests.

Should the European Parliament be unable to declare acceptance because the supplies are damaged, defective or not consistent with the provisions of the contract, a statement of objections shall be drawn up within one month of the delivery date and forwarded to the Contractor, who shall be requested to verify the condition of the supplies, possibly in situ, and respond within 15 calendar days.

At the European Parliament’s choice the Contractor must, at his own expense, either repair or replace supplies which do not meet the conditions laid down in the order. Acceptance shall be declared only if the repair or replacement has been carried out satisfactorily. If not, the European Parliament may require the Contractor to take back the supplies at his own expense.

B. Supplies which, in accordance with the order form, require assembly, installation, commissioning, adjustment or other action by the Contractor at the place of delivery.

Unless otherwise stipulated in the order form, where it provides for assembly, installation, commissioning, adjustment or other action by the Contractor at the place of delivery, these operations shall include transporting and unloading the equipment on site, storing it on arrival,
transferring it from the storage area to the place where the operation in question is to be carried out and monitoring it throughout all these operations.

The Contractor shall also be responsible for setting up and equipping his work site. The provision of premises, equipment or consumables by the European Parliament shall be governed by the Specific Terms and Conditions of this contract and the annexes hereto.

If, for reasons attributable to the European Parliament, the Contractor is unable to carry out the work after the equipment has arrived on site within the period laid down in the order form he shall be compensated in respect of the additional costs.

The Contractor shall notify the European Parliament of the name of the person responsible for the operation and shall facilitate the task of the European Parliament staff responsible for carrying out checks.

Before starting work the Contractor must establish in situ that the condition of the premises and the work required for the operation are consistent with the provisions of the order form and, where applicable, with the dimensions and other information shown on the plans governing performance of this contract.

Acceptance shall be declared once the Contractor has stated that the operation is complete and the European Parliament has checked that the provisions of the order form have been complied with.

C. Transfer of risk

Delivery shall entail the transfer to the European Parliament of all risks except those covered by the warranty referred to in Article I.8 of the Specific Terms and Conditions.

ARTICLE II.3 – LIABILITY

1. Other than in cases of wilful misconduct or serious negligence on its part, the European Parliament may not be held liable for damage sustained by the Contractor or his staff while performing the tasks which are the subject of the contract. The European Parliament shall not accept any claim for compensation or repairs in respect of any such damage.

2. Other than in cases of force majeure, the Contractor shall be liable for any loss, direct or consequential damage to property and personal injury which he or any person acting on his behalf or any member of his staff causes to the European Parliament or to third parties during performance of the contract, including in connection with the subcontracting provided for in Article II.7. He shall also be liable for quality defects and delays in performance of the contract. The European Parliament may not be held liable for any act or omission on the part of the Contractor during performance of the contract.

3. The Contractor shall assume liability for any compensation in the event of an action, claim or proceedings brought against the European Parliament by a third party following any damage caused by the Contractor during performance of the contract.

4. Should an action be brought by a third party against the European Parliament in connection with performance of the contract, the Contractor shall assist the European Parliament. Expenditure incurred by the Contractor as a result may be defrayed by the European Parliament.

5. Without prejudice to the provisions relating to acceptance and warranty, the Contractor shall be required to compensate the European Parliament for any loss and direct or consequential damage resulting from non-performance, defective performance or late performance of the contract.

ARTICLE II.4 – INVOICING
1. For each delivery of supplies, the Contractor undertakes to draw up invoices in accordance with the contractual provisions covering one or more order forms or specific contracts.

2. Each invoice must contain the following information, without fail: the order form and/or specific contract reference and/or date, a description of the supplies delivered, the prices in euros, and the Contractor’s bank details, including IBAN and BIC codes, and his VAT number. Invoices shall be marked ‘For the official use of the European Parliament’. The invoice may also mention the final recipient separately.


4. Without prejudice to his entitlement to any interest on arrears, the Contractor shall accept any financial constraints arising from the system of provisional twelfths, should the general budget of the European Union not have been adopted at the beginning of the financial year, in accordance with Article 16 of Regulation EC, Euratom No 966/2012.

ARTICLE II.5 – TAXATION

1. The Contractor shall be solely responsible for compliance with the tax laws which apply to him. Any failure to ensure such compliance shall invalidate the payment requests submitted.

2. The Contractor recognises that the European Parliament, as a European Union institution, is exempt from all duties and indirect taxes, in particular VAT, pursuant to Article 3 of the Protocol on the privileges and immunities of the European Union. That exemption is granted to the European Parliament by the governments of the Member States, either in the form of a posteriori reimbursement on the basis of supporting documents, or in the form of direct exemption.

3. If the Contractor is required to apply VAT to the payments received under this contract, by virtue of the applicable tax legislation, the European Parliament shall pay to the Contractor, in addition to the price specified in Article I.3 of the Specific Terms and Conditions, the amount of VAT applied and shall subsequently request reimbursement thereof from the competent national authorities. To that end, the Contractor must submit to the European Parliament an invoice complying with the applicable legislation concerning VAT and indicating his place of taxation for VAT purposes. The invoice must show clearly that the supplies are intended for the European Parliament and must indicate separately the amount payable for the supplies and related services excluding VAT and the amount of VAT due.

4. For Contractors established in Belgium, order forms and specific contracts shall include the following: ‘En Belgique la présentation de ce bon de commande vaut présentation d’une demande d’exonération de la TVA n° 450, article 42, paragraphe 3.3 du Code TVA (circulaire 1978)’ or an equivalent statement in Dutch or German. The Contractor’s invoices must state: ‘Facture exonérée de la TVA, article 42, paragraphe 3.3 du Code de la TVA’ or the equivalent in Dutch or German.

ARTICLE II.6 – RECOVERY

1. If the total payments made exceed the amount actually due under the specific contract or order form or if recovery is justified pursuant to the contract, the Contractor shall reimburse the corresponding amount in euros upon receipt of the debit note, in accordance with the procedures and within the time limits laid down by the European Parliament.
2. In the event of failure to pay within the time limit specified in the debit note, the sum due shall bear interest on arrears at the rate indicated Article I.3 of the Specific Terms and Conditions. Interest shall be payable with effect from the calendar day following the date on which payment is due until the calendar day on which the claim is repaid in full.

3. The European Parliament may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim against the European Union which is certain, of a fixed amount and due. The European Parliament may also claim against the guarantee, where provided for.

**ARTICLE II.7 – SUBCONTRACTING**

1. The Contractor may not conclude subcontracting contracts, nor cause them to be performed in fact by third parties, without the written authorisation of the European Parliament. The acceptance of a tender, submitted prior to the signing of the framework contract or a specific contract, mentioning the use of one or more subcontractors, shall be deemed tacit acceptance of those subcontractors by the European Parliament.

2. Even if the European Parliament authorises the Contractor to subcontract, the Contractor shall remain solely and fully liable for the proper performance of the contract, both vis-à-vis the European Parliament and vis-à-vis third parties.

3. The Contractor shall be required to include in any contracts concluded with subcontractors provisions enabling the European Parliament to enjoy the same rights and guarantees in relation to those subcontractors as in relation to the Contractor himself.

4. The European Parliament reserves the right to require the Contractor to supply information on the subcontractor’s compliance with the exclusion criteria and his financial, economic, technical and professional capacities.

5. In the absence of the authorisation referred to in paragraph 1 above, or in the event of failure to observe the terms thereof, subcontracting by the Contractor shall not be enforceable against, and shall have no effect on, the European Parliament.

**ARTICLE II.8 – ASSIGNMENT**

1. The Contractor shall not assign the rights and obligations arising from the contract, in whole or in part, without the prior written authorisation of the European Parliament.

2. The Contractor shall be required to include in any contracts concluded with assignees provisions enabling the European Parliament to enjoy the same rights and guarantees in relation to those assignees as in relation to the Contractor himself.

3. In the absence of the authorisation referred to in paragraph 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against, and shall have no effect on, the European Parliament.

**ARTICLE II.9 – CONFLICTS OF INTEREST**

1. The Contractor shall take all the requisite measures to prevent any situation arising which could compromise the impartial and objective performance of the contract. A conflict of interest may arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interest arising during performance of the contract must be reported immediately to the European Parliament in
writing. In the event of such a conflict, the Contractor shall immediately take all the requisite measures to resolve it.

2. The European Parliament reserves the right to verify that such measures are appropriate and to require additional measures to be taken if necessary, within a time limit that it shall stipulate.

3. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to a conflict of interest. The Contractor shall replace, immediately and without requiring any compensation from the European Parliament, any member of his staff exposed to such a situation.

4. The Contractor hereby declares:
   - that he has not made and will not make any offer of any type whatsoever from which an advantage could be derived under the contract,
   - that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the contract.

5. The Contractor shall pass on in writing all the obligations arising from this article to his staff, board and directors as well as to third parties involved in performance of the contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the European Parliament should it so request.

ARTICLE II.10 – INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS BELONGING TO A THIRD PARTY

1. Any results, works or rights thereto, including copyright and other intellectual or industrial property rights, obtained in performance of the contract, shall belong exclusively to the European Parliament, which may use or assign them as it sees fit, without geographical or other limitation, except where rights exist prior to the conclusion of the contract. After formal acceptance, and subject to specific provisions in the specifications, the European Parliament shall become the owner of results, works or rights thereto. In the absence of formal acceptance, ownership shall be transferred at the latest by the date on which the last payment request is issued by the Contractor. The transfer of ownership of assigned rights and the various methods of exploiting those rights shall either be free or for payment, depending on the specific provisions in the specifications. Subject to paragraph 2, the Contractor hereby warrants that he is entitled to assign copyright and other intellectual or industrial property rights in respect of the said results or works. In no circumstances may the Contractor exploit (assign, reproduce, communicate, publish, adapt or use in any way) the rights assigned pursuant to this paragraph unless the European Parliament has given prior authorisation in writing.

2. Where performance of the contract entails the use of an intellectual or industrial property right belonging to a third party the Contractor hereby warrants that he has obtained authorisation from the holder or holders of the said rights or from his or their legal representatives to use those rights for the purposes of this contract. In such cases the Contractor must also inform the European Parliament of any obligation or restriction arising from copyright or another intellectual or industrial property right belonging to a third party. Any fee for which the Contractor may be liable for such authorisation shall be paid by him.

3. Where non-pecuniary rights exist in respect of the work assigned, the Contractor shall inform the European Parliament of the holder of the said rights.
4. The European Parliament shall not be required to publish manuscripts or documents supplied in performance of the contract. If it decides not to publish the manuscripts or documents thus supplied, the Contractor may have them published elsewhere only with the European Parliament’s authorisation in writing.

5. Should performance of the contract involve the use of an intellectual or industrial property right belonging to a third party and proceedings for breach of such a right are taken against the European Parliament, the Contractor shall take all necessary measures to support the European Parliament in those proceedings and shall bear all the costs of any kind and any damages awarded against the European Parliament.

6. The measures provided for in paragraph 5 shall not apply in cases where:
   - the European Parliament requires the use of an intellectual or industrial property right belonging to a third party;
   - contrary to an express provision included in the contract, the European Parliament assigns all or any of the supplies to a purpose other than that provided for in the specifications and the annexes thereto;
   - the European Parliament refuses to agree to a replacement or modification proposed by the Contractor in order to avoid infringement, even though the replacement or modified service would comply with the technical requirements laid down in the specifications and the annexes thereto.

7. In the cases referred to in paragraph 6, the European Parliament shall be responsible for obtaining the necessary licences and for the payment of royalties or indemnities, procedural costs of all kinds and compensation to the Contractor for any damage sustained by him.

8. The European Parliament and the Contractor shall notify each other of any information which leads them to believe that an intellectual or industrial property right might impede performance of the contract. At the first indication of any action by a third party, in particular the lodging of a claim, even after performance of the contract, the party implicated shall notify the other party without delay, whereupon both parties shall act by mutual agreement and shall exchange all information and evidence which they may possess or obtain.

9. The fact that the subject of the contract or any part thereof is protected by an intellectual or industrial property right owned by the Contractor or in respect of which he holds a licence shall not prevent the European Parliament from repairing it or from having it repaired by a person of its choosing, assuming liability for any claims arising from the rights of third parties, save where the Contractor himself possesses an industrial property right in respect of the repair process and, after having been consulted first, offers to effect the repairs within a reasonable time and at a reasonable price.

ARTICLE II.11 – CONFIDENTIALITY AND DISCRETION

1. Save where prior authorisation in writing has been obtained from the European Parliament, the Contractor shall be required not to disclose to any unauthorised person any facts, information, knowledge, documents or other matters which the European Parliament may have communicated to him as confidential. The Contractor shall continue to be bound by this undertaking after completion of the tasks. This obligation shall continue to apply in respect of each such item of information until it has been lawfully disclosed.
2. The Contractor shall require any agents, employees, partners, subcontractors and assignees he may have to maintain confidentiality.

3. The Contractor undertakes, in respect of himself and his staff, not to make use of, for purposes other than performance of the contract, and not to disclose to third parties any facts, information, knowledge, documents or other matters communicated to him or brought to his attention in connection with performance of the contract, or any results arising from his services, without the prior written authorisation of the European Parliament. These obligations shall continue to apply following performance of this contract.

4. This article shall be without prejudice to any obligations incumbent on the Contractor arising from the rules applicable or from those laid down by the relevant courts or other authorities.

ARTICLE II.12 – BAN ON USING THE EUROPEAN PARLIAMENT’S IMAGE

1. The Contractor may not use photographs of the exterior or interior of the European Parliament’s buildings for advertising or commercial purposes without the European Parliament’s prior authorisation in writing.

2. The European Parliament’s authorisation referred to in paragraph 1 may be subject to specific conditions and limited to a fixed period.

ARTICLE II.13 – USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

1. The Contractor shall authorise the European Parliament to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the contract, in particular the identity of the Contractor, the subject and duration of the contract, the amount paid and the reports. In the case of personal data, the relevant provisions of the Specific Terms and Conditions shall apply.

2. Any distribution or publication by the Contractor of information relating to the contract shall require the European Parliament’s prior authorisation in writing. When granting that authorisation the European Parliament may require the Contractor to mention the amount paid by the European Union, or may make the authorisation subject to other conditions. The information published or distributed shall in any case state that the opinions expressed are those of the Contractor only and do not represent the European Parliament’s official position.

3. The use of information obtained by the Contractor in connection with the contract for purposes other than its performance shall be prohibited, unless the European Parliament has specifically granted prior authorisation in writing.

ARTICLE II.14 – MATERIALS, COMPONENTS, APPLIANCES, DESIGNS, SAMPLES, SUPPLIES, MODELS, TEMPLATES, GAUGES AND SOFTWARE BELONGING TO THE EUROPEAN PARLIAMENT AND HELD BY THE CONTRACTOR

1. The Contractor shall be liable in the event of loss of or damage to any materials, components, appliances, designs, samples, supplies, models, templates, gauges and software belonging to the European Parliament which he holds with a view to performance of the contract, whether delivered to him for that purpose or purchased by him on behalf of the European Parliament.

2. Compensation for the loss or damage referred to in paragraph 1 shall be effected, at the European Parliament’s choice after consulting the Contractor, either in kind (replacement or repair) or by payment of a sum equivalent to the replacement cost on the date of the loss or damage, plus any duties or indirect taxes which might be applied to that amount by the national authorities.
3. Where the items referred to in paragraph 1 are subject to depreciation, account shall be taken of their residual value only.

ARTICLE II.15 – FORCE MAJEURE

1. Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the parties, preventing either of them from performing any of their obligations under the contract, which was not due to error or negligence on their part, and which could not have been avoided by the exercise of due diligence. Defects in equipment or materials or delays in making them available, labour disputes, strikes, non-performance by a subcontractor or financial problems may not be invoked as force majeure unless they stem directly from an established case of force majeure.

2. If either of the parties is faced with a case of force majeure, it shall notify the other party without delay by registered letter with acknowledgement of receipt or by an equivalent method, stating the nature, likely duration and foreseeable effects.

3. Neither party shall be held in breach of its contractual obligations if it has been prevented from performing those obligations by a case of force majeure. If, as a result of force majeure, the Contractor is unable to perform the tasks which have been assigned to him, he shall not be entitled to payment or compensation. If the contract has been partially performed he shall receive payment in the appropriate amount. These provisions shall not affect the Contractor’s entitlement to reimbursement of his travel and subsistence expenses and of the costs of shipment of equipment that he has incurred in performance of the contract.

4. The parties shall take all the requisite measures to minimise any losses that they may incur.

ARTICLE II.16 – TERMINATION BY THE EUROPEAN PARLIAMENT

1. The European Parliament may terminate this contract as of right, either in full or in part, without recourse to legal proceedings and without compensation, by registered letter with acknowledgement of receipt, in the following cases:

   a) if the Contractor is bankrupt or being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

   b) if the contractor or a person with powers of representation, decision-making or control over them who have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;

   c) if the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authorities referred to in Regulation (EC, Euratom) No 966/2012 can justify;

   d) if the Contractor has not fulfilled his obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country whose law applies to the contract or those of the country where the contract is to be performed;

   e) if the contractor or a person with powers of representation, decision-making or control over them have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the financial interests of the European Communities or the European Union;
f) if the Contractor has been guilty of misrepresentation in supplying the information required by the European Parliament as a condition of participation in the procurement procedure or has failed to supply this information;

g) if the European Parliament considers that a change in the Contractor’s legal, financial, technical or organisational situation could have a material effect on performance of the contract;

h) if the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the contract;

i) if notice, specifying the nature of the breach of contractual obligations, in which the European Parliament states that performance is not in compliance with the provisions of the contract, the specifications and all the annexes thereto or the Contractor’s tender, has been served on the Contractor by registered letter with acknowledgement of receipt and no action, or inadequate action, has been taken in response within 15 calendar days of its dispatch;

j) if the Contractor is subject to an administrative penalty under Article 109(1) of Regulation (EC, Euratom) No 966/2012;

k) if, after the contract has been awarded, the procurement procedure or performance of the contract is found to be subject to material errors, irregularities or fraud. If these errors, irregularities or fraud are attributable to the Contractor, the European Parliament may, furthermore, refuse to make payment, recover the sums already paid or terminate all contracts concluded with the Contractor in question, in proportion to the seriousness of the errors, irregularities or fraud;

l) if the contract is in an area of activity subject to rapid changes in prices and technology and at the end of a mid-term review carried out by the European Parliament the terms and conditions originally laid down no longer reflect current prices or technology;

m) if the Contractor is subject to a conflict of interest and does not resolve it;

n) where a breach is ascertained in accordance with Article II.20.3 or Article II.21.3.

2. In the event of force majeure notified in accordance with Article II.15, either party may terminate the contract, specific contract(s) or order form(s) in force if they cannot be performed for a period corresponding to at least one-fifth of the period indicated in the Specific Terms and Conditions or in the specific contract or order form.

3. Prior to any termination of the contract under paragraph 1, point (i), the Contractor shall have the opportunity to present his observations within a period not exceeding 15 calendar days with effect from the date of dispatch of the notice by registered letter with acknowledgement of receipt.

4. Termination shall take effect on the date of receipt of the registered letter with acknowledgement of receipt terminating the contract, or on any other date referred to in the letter of termination.

5. Consequences of termination:

a) Should the European Parliament terminate the contract in accordance with this article, and subject to the other provisions of the contract, the Contractor shall waive any claim for direct or consequential damages, including any loss of expected profits as a consequence of uncompleted supplies. On receipt of the letter terminating the contract, specific contract or order form in force, the Contractor shall take all the requisite measures to minimise costs, prevent damage and cancel or reduce his commitments. He shall draw up the documents required by the Specific Terms and Conditions for the tasks performed up to the date on
which termination takes effect, within a period not exceeding 60 calendar days from that date.

b) The European Parliament may demand compensation for any loss or direct or consequential damage caused and may recover any sums paid to the Contractor in connection with the contract.

c) Following termination, the European Parliament may have the contract performed by substitution, and may commission any other contractor to complete the supplies. The European Parliament shall have the right to insist on the contract being performed by substitution, following written notification to the Contractor, even if it does not terminate the contract, in order to guarantee the proper performance of the contract. In that case, without prejudice to any other rights or guarantees stipulated in this contract in the European Parliament’s favour, it shall be entitled to claim from the Contractor reimbursement of any additional costs occasioned by the completion of those supplies.

ARTICLE II.17 – DISPUTES, EXPERT REPORTS

1. In the event of a dispute requiring verification of the facts or technical examination, the party raising the issue may obtain an expert’s report before taking legal action. To that end, the party raising the issue shall inform the other party in writing of the subject of the dispute and shall propose an expert.

2. The other party shall indicate within 15 calendar days whether or not it accepts the proposed expert and, if it does not, shall make a counter-proposal, which must be replied to within 15 calendar days. Such correspondence shall be conducted by registered letter with acknowledgement of receipt.

3. If the two parties fail to reach agreement the party raising the issue shall submit the dispute to the competent court pursuant to Article I.12 and shall ask it, if need be, to appoint an expert.

ARTICLE II.18 – ADMINISTRATIVE AND FINANCIAL PENALTIES

1. The European Parliament may impose administrative or financial penalties on the following:

   a) a Contractor who has been guilty of misrepresentation in supplying the information required by the European Parliament as a condition of participation in the procurement procedure or has failed to supply this information;

   b) a Contractor who has been declared to be in serious breach of his contractual obligations.

   In all cases, however, the European Parliament must first give the Contractor an opportunity to present his observations.

2. Administrative and financial penalties shall be proportionate to the size of the contract and the seriousness of the misconduct, and may consist of:

   a) the exclusion of the Contractor from contracts and grants financed by the budget of the European Union, for a maximum period of 10 years; and/or

   b) the payment of financial penalties by the Contractor up to the value of the contract in question.

ARTICLE II.19 – CHECKS AND AUDITS

1. Pursuant to Article 161 of Regulation (EC, Euratom) No 966/2012, the European Court of Auditors is empowered to audit the documents held by natural or legal persons receiving
payments from the budget of the European Union, from the signing of the contract up to five years after the date of payment of the balance.

2. The European Parliament or an outside body of its choice shall have the same rights as the European Court of Auditors in respect of inspections and checks on compliance with contractual provisions, from the signing of the contract up to five years after the date of payment of the balance.

3. In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities’ financial interests against fraud and other irregularities, and Regulation (EC) No 1073/1999 of the European Parliament and of the Council of 25 May 1999 concerning investigations conducted by the European Anti-Fraud Office (OLAF), from the signing of the contract up to five years after the date of payment of the balance.

4. In line with Regulation (EC) No 45/2001 of the European Parliament and of the Council, as well as Article 29 of the delegated Regulation No 1268/2012 of the Commission, in order to ensure protection of the EU’s financial interests, the personal data referred to in Article I.13 may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

ARTICLE II.20 – ENVIRONMENTAL PROVISIONS

1. In performance of this contract the Contractor undertakes to comply with the environmental aspects hereof and with any other comparable conditions laid down in the specifications and detailed, where appropriate, in the Contractor’s tender.

2. The European Parliament reserves the right to carry out itself any inspections and checks on the Contractor which are necessary to ensure compliance with the environmental requirements laid down. Such inspections and checks may be carried out in part or in full by an external body duly authorised by the European Parliament.

3. Any failure on the Contractor’s part to comply with the environmental obligations laid down or any refusal to allow inspection by the European Parliament or a duly authorised body shall entitle the European Parliament to terminate this contract.

ARTICLE II.21 – SOCIAL PROVISIONS

1. In performance of this contract the Contractor undertakes to comply with the legal obligations concerning the protection of employees and working conditions in force in accordance with applicable laws.

2. The European Parliament reserves the right to carry out itself any inspections and checks on the Contractor which are necessary to ensure compliance with the social and equal opportunities provisions applicable. Such inspections and checks may be carried out in part or in full by an external body duly authorised by the European Parliament.

3. Any failure on the Contractor’s part to comply with the obligations laid down or any refusal to allow inspection by the European Parliament or a duly authorised body shall entitle the European Parliament to terminate this contract.

ARTICLE II.22 – MODIFICATION OF THE CONTRACT

1. Any modification of this contract and its annexes, including additions or deletions, shall require a
supplementary agreement in writing, concluded on the same terms as the contract. No agreement in oral form may bind the parties to that effect.

2. Should a court with jurisdiction rule that a provision of this contract is invalid or unenforceable, the other provisions of the contract shall remain applicable, and the parties undertake to replace the invalid or unenforceable provision by another provision having an economic effect as similar as possible to that of the provision in question.

3. Should the European Parliament refrain from exercising or ensuring the application of its rights arising from any provision of this contract, or fail to exercise them or ensure the application thereof, this shall not constitute a waiver by the European Parliament of any provision of this contract.

Done at ……………….. on ………………………. in duplicate.

For the Contractor For the European Parliament