

FRAMEWORK SERVICE CONTRACT

Lot 1 – Editorial and creative strategy services and content production – non News

CONTRACT COMM/MF-ETV/FWK/2015/2/LOT1

BETWEEN

the European Union, represented by the European Parliament,
located at Rue Wiertz 60, B-1047 Brussels,
represented, as regards the signing of this contract,
by Mrs Juana LAHOUSSE JUÁREZ, Director-General,
Directorate-General for Communication
hereinafter referred to as '*the European Parliament*',

of the one part,

AND

European Service Network s.a.,
the registered office of which is located at 4 Galerie Ravenstein, B-1000 Brussels,
represented by [REDACTED]
acting in his capacity as Managing Director
and representing grouping European Service Network s.a. and Watch TV,
hereinafter referred to as '*the Contractor*',

of the other part,

hereinafter referred to jointly as '*the parties*',

HAVE AGREED THE FOLLOWING

Specific Terms and Conditions and General Terms and Conditions



I – SPECIFIC TERMS AND CONDITIONS

ARTICLE I.1 – SUBJECT OF THE CONTRACT

- In accordance with the terms and conditions set out in this contract and in the annexes hereto, which form an integral part hereof, the Contractor undertakes to provide for the European Parliament the following services:

Lot 1 Editorial and creative strategy services and content production – non News. "The provision of editorial and creative strategy consultancy and recommendation services, planning, production and delivery of **non-news** edited web video and other multi-media product for the European Parliament's web video and multi-media services".

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.
3. When an order is placed in accordance with Article I.7 of this contract, the Contractor shall provide the services requested 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 contracting party, and shall run for a period of 1 (one) year.
2. The contract shall be renewed tacitly on an annual basis, but its duration may not exceed five years from the date of its entry into force as specified in the preceding paragraph, unless one of the parties objects thereto by registered letter sent at least three months before the expiry of the initial duration or before each annual renewal date. Such renewal shall not entail any modification or deferment of existing obligations.
3. In no circumstances may order forms be signed before the date on which this contract enters into force. In no circumstances may provision of the services begin before the date on which the order form enters into force.
4. The order forms must be signed by the European Parliament before this contract expires. The terms of this contract shall continue to apply to these order forms after it expires, but only for 12 months after the end of the last renewal period.

ARTICLE I.3 – REPORTS AND DOCUMENTS

The Contractor shall report on the completion of the services in accordance with the provisions of this contract and the annexes hereto.

ARTICLE I.4 – PRICE AND PAYMENT

1. The unit prices are given in Annex IV. The price shall be expressed in euros exclusive of value added tax (VAT). The price shall cover all the costs borne by the Contractor in performance of each order.

2. 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 circumstances 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.
3. Every payment request must contain the information specified in Article II.3. of the General Terms and Conditions and be accompanied by documents specified in Article I.4.4.
4. The Contractor shall draw up payment requests as follows:

Prefinancing

After all the parties have accepted the order form, within 30 calendar days of the European Parliament receiving a prefinancing request, a prefinancing payment corresponding to a maximum of 30% of the total amount given on the order form referred to in the prefinancing request shall be made to the Contractor by the European Parliament.

To be admissible, a prefinancing request, which must be submitted in accordance with the procedures applicable to payment requests laid down in Article I.4.5., must be accompanied by:

- the relevant invoice.

Interim payments

To be admissible, requests for interim payment of 40% of the total amount given on the order forms issued by the European Parliament must be accompanied by:

- an interim technical report drawn up in accordance with the instructions laid down in this contract and the annexes hereto;
- the relevant invoices indicating the reference number of the contract and of the order form to which they refer, together with the following reference: DG for Communication – EuroparITV Unit.

Payment of the balance

To be admissible, the request for payment of the balance of 30% of the total amount given on the order form issued by the European Parliament must be accompanied by:

- the final technical report drawn up in accordance with the instructions laid down in this contract and the annexes hereto;
 - the relevant invoices indicating the reference number of the contract and of the order form, together with the following reference: DG for Communication – EuroparITV Unit.
5. The Contractor must send all payment requests or credit notes relating to the performance of this contract to the European Parliament's Official Mail Service, Plateau de Kirchberg, L-2929 Luxembourg, for the attention of DG for Communication – EuroparITV Unit.

The Contractor must forward payment requests or credit notes to the European Parliament in envelopes, packages or equivalent items, on which the words '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 for the European Parliament department responsible:

DG for Communication – EuroparlTV Unit.

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

The European Parliament shall have 30 calendar days (for prefinancing payment) and 60 calendar days (for interim payments and payments of the balance) as from the date of registration of the request for payment by the Accounting Officer of the European Parliament during which sums due have to be paid for the performance of this contract and the interim/final report has to be approved. Payments shall be deemed to have been made on the value date on which the European Parliament's bank account is debited.

6. 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;
 - 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 7;
 - 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 5
 - e) the Contractor has not sent the department responsible a copy of the interim/final report referred to in this article.

The European Parliament shall notify the Contractor of such a suspension by e-mail. Suspension shall take effect on the date indicated in the notification. The payment period shall recommence when the suspension is lifted, which shall 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 5 receives the supporting documents in question, as described in the notification;
 - in respect of c) and e), upon the expiry of a reasonable period, as determined by the European Parliament and communicated to the Contractor in the notification; and
 - 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.
7. Payment requests may be rejected by the European Parliament by registered letter to the contractor, with acknowledgement of receipt, 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; or
 - 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.

8. 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. That 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.

9. Payments shall be made by transfer to the Contractor's bank account, denominated in euros, for which the Contractor shall provide details using the 'Supplier's financial data sheet' provided by the European Parliament, or, in exceptional circumstances, an equivalent document accepted by the European Parliament. Any change to the bank details shall require a new form to be duly completed and submitted.

ARTICLE 1.5 – PRICE REVISION

1. With effect from the second year of the contract, the price may be revised upwards or downwards each year on the anniversary of the entry into force of the contract at the request of one of the contracting parties, sent by registered letter to the other contracting party no later than three months before the anniversary date.
2. Price revision shall be carried out on the basis of changes in the MUICP (Euro area) harmonised index of consumer prices, published every month by the Statistical Office of the European Union.
3. Such revision shall be based on the following formula:

$$Pr = Pi \times Ir/Ii$$

Pr: revised price to be calculated;

Pi: price specified when the contract entered into force or price resulting from the last revision if the price has already been revised;

Ir: index for the third month before the renewal entered into force;

Ii: index for the third month preceding the month in which the contract entered into force or for the third month before the last price revision entered into force if the price has already been revised.

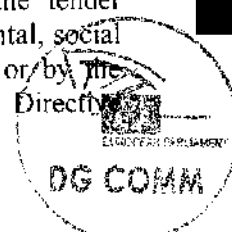
The revised price will be rounded up to two decimal places.

ARTICLE 1.6 – FINANCIAL GUARANTEES

Not applicable

ARTICLE 1.7 – PERFORMANCE OF THE CONTRACT

1. The contractor must comply with the minimum requirements provided for in the tender specifications. 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



2. The parties may agree to annex more detailed arrangements for the service provision to the order forms or specific contracts issued in the context of this contract, provided that 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.8 – EVALUATION OF THE CONDITIONS ORIGINALLY LAID DOWN IN THE CONTRACT

Not applicable

ARTICLE I.9 – ACCEPTANCE PROCEDURES

Not applicable

ARTICLE I.10 – WARRANTY

Not applicable

ARTICLE I.11 – DELAY, MANIFEST NEGLIGENCE, NON-PERFORMANCE, NON-CONFORMITY AND INCORRECT PERFORMANCE

1. In the event of delay, negligent performance, complete or partial non-performance, non-conformity with the contractual requirements or incorrect performance of this contract or the order forms, the European Parliament may, by way of sufficient reparation for the loss sustained, deduct damages in the relevant amount from the remaining amount payable to the Contractor and, if applicable, from the financial guarantee provided for in Article I.6, 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 making 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 0.5% of the value of outstanding orders per calendar day's delay per outstanding order within the contractual time limits and in accordance with the contractual provisions, 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 100% of the value of outstanding orders.
3. Should the European Parliament department responsible be unable to accept the services for reasons attributable to the Contractor, or in the event of partial acceptance, paragraphs 1 and 2 shall also apply in respect of the services 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.17 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 with immediate effect by 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.15 of the General Terms and Conditions.

ARTICLE I.12 – LAW APPLICABLE, GENERAL TERMS AND CONDITIONS AND ADVERTISING OF THE CONTRACT

1. European Union law complemented by Belgium law shall apply to this 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 a 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 (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the European Union (hereinafter 'Regulation (EU, Euratom) No 966/2012').
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 advertising measures required by Articles 123 and 124 of Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the European Union.

ARTICLE I.13 – 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.14 – 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. Such data may be processed only for the purposes of the performance, management and monitoring of the contract by DG for Communication, without prejudice to the possible communication thereof 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 such data. Should the Contractor have any queries concerning the processing of his personal data, he shall address them DG for Communication. The Contractor shall have the 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 DG for Communication, 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.15 – INTELLECTUAL PROPERTY – COPYRIGHT AND IMAGE RIGHTS

Compliance with legislation on copyright and more generally on intellectual property is of crucial importance for the European Institutions. When performing the requested services, the Contractor will, under the general conditions (Article II.9) and specific conditions (Article I.15) outlined in the Contract, ensure compliance with copyright, other intellectual property rights and image rights.

1. 'Result' shall mean any product deriving from the performance of the Framework Contract which is delivered and which is the subject of final acceptance on the part of the contracting authority;

'Prior rights' shall mean any intellectual or industrial property right existing prior to their order by the contracting authority or the Contractor for the purposes of the performance of the Framework Contract and comprising the property and exploitation rights held by the Contractor, the author, the contracting authority and third parties.

2. In addition to Article II.9 of the General Terms and Conditions which stipulates that all results, works or rights thereto, including copyright and other intellectual and industrial property rights created during performance of the contract, belong exclusively to the European Parliament, the conditions in the subsequent paragraphs shall apply and supplement Article II.9.
3. The Contractor warrants that he is the author, creator or person who contributed to the production of services, results, works and rights thereto. If the Contractor is not the original author, creator or person who contributed to the production of the results, he warrants that he/she has obtained all legal, valid and existing rights and permissions that are necessary for the European Parliament to use the results for any purposes they may see fit, in particular for the purposes mentioned in the tender specifications and hereinafter, from such authors, creators and persons.
4. The Union shall not acquire ownership of the prior rights.

The Contractor shall grant a non-exclusive licence over the prior rights to the Union, which may exploit these rights as laid down in the General Terms and Conditions and Specific Terms and Conditions of this Framework Contract, in Annex 1 to the tender specifications and in the order forms. All prior rights shall be the subject of licences granted to the Union upon their delivery and acceptance by the contracting authority. The granting to the Union of licences over the prior rights under this Framework Contract shall be valid for the whole world. The consideration provided for in this contract or the order forms shall cover all of the methods of exploitation referred to in Article I.15. and in the tender specifications. The Contractor warrants that he has all of the rights necessary to grant the licence over the prior rights.

5. For any result or parts, including copyrights and other intellectual or industrial property rights, created in performance of the contract for which the Contractor herewith assigns exclusive ownership to the European Parliament in accordance with Article II.9 of the General Terms and Conditions and warrants that the European Parliament has rights of reproduction, rights of communication to the public and rights of secondary use, the European Parliament may exercise these rights in the forms mentioned below, without being expressly limited thereto:

a) use for its own purposes:

- making available to the staff of the contracting authority
- making available to the persons and entities working for the contracting authority or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, or Member States' institutions
- installing, uploading, processing
- arranging, compiling, combining, retrieving
- copying, reproducing in whole or in part and in unlimited number of copies
- transfer to another environment (hardware, software, electronic computer, Web, multimedia or any other)
- storage

b) distribution and communication to the public:

- in the form of hard copies
- in electronic or digital form



- on the Internet in the form of files, whether downloadable or not
 - on social networks in the form of files, whether downloadable or not
 - in the form of downloadable files, communication on computer terminals
 - broadcasting by television or radio via any means of transmission
 - public presentation or display
 - communication through a press information service
 - incorporation in an easily accessible database or catalogue
 - telecommunication, electronic publication
 - other public distribution in any form and by any means
- c) changes made by the contracting authority or by a third party on behalf or not of the contracting authority:
- production of a shortened or abridged version
 - summary
 - modification of the content
 - technical modification of the content
 - necessary correction of technical errors
 - adding new parts or functionalities
 - changing functionalities
 - addition of new elements, paragraphs, titles, headers, bold characters, legend, table of contents, summary, graphics, subtitles, sound elements, etc.
 - adaptation in audio form, adaptation as a presentation, animation, series of pictograms, slide-show, public presentation etc.
 - selection of extracts or separation into parts
 - use of a concept or preparation of a derivative work
 - digitisation or converting the format for storage or usage purposes
 - modifying dimensions
 - incorporation and integration of the results into an existing or future work
 - translating, inserting subtitles, dubbing in different language versions
- d) granting of rights to authorise the methods of exploitation set out in points a) to c) to third parties or to grant them licences or sub licences in the case of prior rights subject to a licence in respect of these methods of exploitation.
- e) as well as any other rights that are necessary for the Institution to effectively use the results as it sees fit and in particular for purposes in the context of objectives of the Institutions described in the tender specifications.

For each of the forms of exploitation listed above, the assignment of rights shall apply worldwide for the entire duration of the copyright, related rights and any extensions thereof. The remuneration for this assignment is included in the prices mentioned in the contract for the performance of the corresponding services..

6. The Contractor waives all rights generally known as moral rights over the results to the extent that they can be waived under any existing or future law or any jurisdiction; this waiver shall

permit in particular the European Parliament, or its contractors acting on its behalf, to modify the results.

7. The Contractor warrants that it has regularised all of the copyrights and related rights over the musical works, including the musical works contained among the results, including in particular the rights of synchronisation, of mechanical reproduction and of communication to the public, as set out in Annex 1 to the tender specifications.
8. The Contractor must take scrupulous care not to infringe image rights, in accordance with the requirements of the applicable national law.
9. The Contractor warrants that, where necessary, all natural persons (in particular minors) who have been photographed and are recognisable on the photographs and video images have duly completed and signed appropriate authorisations for the assignment of the image rights. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken. If, for duly motivated reasons, it has been impossible for the contractor to obtain the signing of the appropriate authorisations, he will take care to blur the concerned persons' faces in a way that they cannot be identified.
10. If works of art or buildings are photographed, the Contractor warrants that all of the authorisations required, in particular from the author or the owner of the copyrights as well as the owner of the work, have, where necessary, been obtained.

ARTICLE L16 – JOINT AND SEVERAL LIABILITY OF THE CONTRACTOR

1. The parties identified in this contract as 'the Contractor' shall be jointly and severally liable vis-à-vis the European Parliament in respect of the performance of this contract.
2. European Service Network s.a. 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 Watch TV. 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.

ARTICLE L17 – GENERAL ADMINISTRATIVE PROVISIONS

All communications relating to the contract shall be in writing and shall 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 L4.5) shall be sent to the following addresses:

For the European Parliament:

European Parliament
Directorate-General for Communication
Directorate A
EuroparlTV Unit
B-1047 Brussels

For the Contractor:

Mr Simon Blackley
Business and Service Development Director
European Service Network s.a.



ARTICLE I.18 – FINAL PROVISIONS AND ANNEXES

1. The following documents are annexed to this contract and form an integral part hereof:
 - Annex I: The specifications and all the annexes thereto
 - Annex II: Model specific order form
 - Annex III: The Contractor's tender of 28/01/2016
 - 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 take precedence 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 carried out. 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 of such a request being dispatched in writing.
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 which results 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:
 - the staff performing the tasks assigned to the Contractor may not receive any direct orders from the European Parliament, and neither the Contractor nor his staff may be integrated into the European Parliament's administrative organisation;
 - in no circumstances may the European Parliament be considered the employer of the Contractor's staff.
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, 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.11 of the Specific Terms and Conditions and Article II.17 of the 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 – 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 or harm 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 or harm.
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.6. 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 or harm 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.3 – INVOICING

1. 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, without fail, the following information: the order form and/or specific contract reference and/or date, a description of the services provided, the prices in euros, and the Contractor's bank details, including IBAN and BIC codes, and VAT number. Invoices shall be marked '*For the official use of the European Parliament*'. The invoice may also make separate reference to the final recipient.
3. Invoices shall be sent to the European Parliament's Official Mail Unit, Plateau de Kirchberg, L-2929 Luxembourg.
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, in accordance with Article 16 of Regulation (EU, Euratom) No 966/2012, should the general budget of the European Union not have been adopted at the beginning of the financial year.

ARTICLE II.4 – TAXATION

1. The Contractor shall be solely responsible for compliance with the tax laws which apply to him. Any failure to do so shall invalidate the payment requests submitted.
2. The Contractor acknowledges 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.4 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 services are intended for the European Parliament and must indicate separately the amount payable for the services and related supplies, 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 de la TVA (circulaire 1978)*' or an equivalent statement in Dutch or German. The Contractor's invoices must state the following: '*Facture exonérée de la TVA, article 42, paragraphe 3.3 du Code de la TVA*' or the equivalent in Dutch or German.



ARTICLE II.5 – 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 in Article I.4 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 any guarantee provided for.

ARTICLE II.6 – SUBCONTRACTING

1. The Contractor may not conclude subcontracting contracts, or 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, referring to 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 compliance by any subcontractor compliance with the exclusion criteria and his legal, regulatory, financial, economic, technical and professional capacities including the minimum requirements provided for in the tender specifications. 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/EU (OJ L 94 of 28.03.2014, p. 65)..
5. The contracting authority may request the contractor to replace a subcontractor found to be in a situation provided for in points (d) and (e) of Article II.15.1.
6. 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.7 – 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.8 – CONFLICTS OF INTEREST AND PROFESSIONAL CONFLICTING 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. A conflict of interest may in particular occur when the situation described in Article 107, paragraph 1. (c) of the Financial Regulation applies. A professional conflicting interest is any situation in which the contractor's previous or ongoing professional activities affect its capacity to implement the contract or to perform a specific contract to an appropriate quality standard as defined in Article 148, par.6 of the Rules of Application. Any suspicion of conflict of interest or any professional conflicting. 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, respectively 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.9 – 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 be either 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 identify the holder of the said rights to the European Parliament.
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 written authorisation.
5. Should performance of the contract involve the use of an intellectual or industrial property right belonging to a third party and should proceedings for breach of such a right be brought against the European Parliament, the Contractor shall take all the requisite 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 services 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 intellectual or 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.10 – 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.11 – 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.12 – 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. For the purposes of that



authorisation the European Parliament may require the Contractor to make reference to the amount paid by the European Union, or may make the authorisation subject to other conditions. The information published or distributed shall at all events 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 expressly granted prior authorisation in writing.

ARTICLE II.13 – 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, only their residual value shall be taken into account.

ARTICLE II.14 – 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 entitlement of the Contractor 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.15 – 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 or any person that assumes unlimited liability for the debts of the contractor is in one of the situations provided for in points (a) or (b) of Article 106(1) of the Financial Regulation¹;
 - b) if the contractor or any person within the meaning of Article 106 (4) of the Financial Regulation, is subject to any of the situations provided for in points (c) to (f) of Article 106(1) or to Article 106(2) of the Financial Regulation;
 - c) if the contractor does not comply with applicable obligations under environmental, social and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU;
 - d) if the contractor is in a situation that could constitute a *conflict of interest* or a *professional conflicting interest* as referred to in Article II.8;
 - e) If the contractor has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
 - f) 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;
 - g) if the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the contract;
 - h) 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;
 - i) if the Contractor is subject to a penalty referred to in Article 106(13) of Regulation (EU/Euratom) No 966/2012;
 - j) if, after the contract has been awarded, the procurement procedure or performance of the contract is found to be subject to material errors, irregularities, corruption or fraud; if these errors, irregularities, corruption 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, corruption or fraud;
 - k) 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;
2. In the event of *force majeure* notified in accordance with Article II.14, either party may terminate the contract, specific contract(s) or order form(s) in force if they cannot be performed for a period

¹ Regulation (EU, EURATOM) No 966/2012 on the financial rules applicable to the general budget of the Union, as amended (<http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:32012R0966>)



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 an 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 services. 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 services. 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 services provided for in 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 services.
 - d) Following termination, Parliament may impose administrative and financial penalties under the conditions set out in Articles 106 to 108 of the Financial Regulation.

ARTICLE II.16 – 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.13 and shall ask it, if need be, to appoint an expert.

ARTICLE II.17 – ADMINISTRATIVE AND FINANCIAL PENALTIES

1. The European Parliament may impose administrative or financial penalties in the following cases:
 - a) a contractor who is in an exclusion situation established in accordance with Article 106 of the Financial Regulation;
 - b) a contractor who has been guilty of misrepresenting the information required by the European Parliament as a condition of participation in the procurement procedure or has failed to supply that information;

In all cases, however, the European Parliament or the Panel established by Article 108 of the Financial Regulation 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; and/or
 - b) the payment of financial penalties by the Contractor up to 10% of the value of the contract in question and/or
 - c) the publication of the name of the contractor, the exclusion situation and the duration of the exclusion pursuant to Article 106 (16) of the Financial Regulation.

ARTICLE II.18 – CHECKS AND AUDITS

1. Pursuant to Article 161 of Regulation (EU, 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 until 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 until 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 (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999, from the signing of the contract up to five years after the date of payment of the balance.
4. In accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council and with Article 29 of Commission Delegated Regulation No 1268/2012, for the purposes of safeguarding the financial interests of the Union the personal data referred to in Article I.14 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.

The Contractor shall be required to inform the authorising officer by delegation of any suspected illegal activity, fraud or corruption which may harm the interests of the Union.



ARTICLE II.19 - ENVIRONMENTAL AND SOCIAL PROVISIONS

1. 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 and social and labour law requirements laid down in Article I.7. Such inspections and checks may be carried out in part or in full by an external body duly authorised by the European Parliament.
2. 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.20 - MODIFICATION OF THE CONTRACT

1. Any modification of this contract or its annexes, including additions or deletions, shall require a supplementary written agreement concluded on the same terms as the contract. No oral agreement may bind the parties for that purpose.
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 Brussels on 23 JUN 2016 in two originals

For the Contractor



**Managing Director
ESN sa**

For the European Parliament

