



SPECIFIC CONTRACT No [complete]

implementing Framework contract No [complete]

The **European Banking Authority** (hereinafter referred to as "the Contracting Authority"), represented for the purposes of the signature of this specific contract by [*forename, surname, function, department*]¹,

on the one part,

and

[*full official name*]

[*official legal form*]²

[*statutory registration number*]³

[*full official address*]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"), [represented for the purposes of the signature of this specific contract by [*forename, surname and function,*]]

[The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Contracting Authority for the performance of this specific contract.]

on the other part,

¹ The signatory must be an authorising officer (by delegation or subdelegation) designated in accordance with Note No 60008 of 22 February 2001 "Mise en place de la Charte des ordonnateurs".

² Delete if contractor is a natural person or a body governed by public law.

³ Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

HAVE AGREED

ARTICLE III.1: SUBJECT MATTER

III.1.1 This specific contract implements Framework Contract (FWC) No [complete] signed by the Contracting Authority and the Contractor on [complete date].

III.1.2 The subject matter of this specific contract is [short description of subject]. [This specific contract relates to lot [complete] of the FWC.]

III.1.3 The Contractor undertakes, in accordance with the terms set out in the FWC and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the [following tasks:] [tasks specified in Annex [complete].]

ARTICLE III.2: ENTRY INTO FORCE AND DURATION

III.2.1 This specific contract shall enter into force [on the date on which it is signed by the last party] [on [insert date] if it has already been signed by both parties].

III.2.2 The duration of the execution of the tasks shall not exceed [complete] [days][months]. Execution of the tasks shall start from [the date of entry into force of this specific contract] [insert date].

The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE III.3: PRICE

III.3.1 The maximum total price to be paid under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

III.3.2 In addition to the maximum total price [no reimbursable expenses are foreseen.] [expenses up to the amount of EUR [amount in figures and in words] shall be reimbursed according to the provisions of the FWC].

[Option: for contractors for which VAT is due in Belgium]

[Where VAT is due in Belgium, the provisions of this specific contract constitute a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the Contractor includes the following statement in the invoice(s): "Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)" or an equivalent statement in the Dutch or German language.]

[Option: for contractors for which VAT is due in Luxembourg]

[Where VAT is due in Luxembourg, the Contractor shall include the following statement in the invoices: "Commande destinée à l'usage officiel de l'Union européenne. Exonération de la

TVA Article 43 § 1 k 2ième turet de la loi modifiée du 12.02.79." In case of intra-Community purchases, the statement to be included in the invoices is: "For the official use of the European Union. VAT Exemption / European Union/ Article 151 of Council Directive 2006/112/EC."

ARTICLE III.4: PERFORMANCE GUARANTEE

[Not applicable]

[Option 1 - Performance guarantee by deduction from payment of balance]

[A performance guarantee shall be constituted by deduction of 10% of the total value of the specific contract on the payment of the balance. It shall be withheld for up to [complete] months from the date of payment of the balance.]

[Option 2 - Performance guarantee by financial guarantee]

[A performance guarantee for an amount of EUR [amount in figures and in words] shall be issued no later than [insert date][the date of dispatch of the invoice for payment of the balance]⁴ according to the conditions laid down in Article II.15.5.]

ARTICLE III.5: USE OF RESULTS

[Not applicable]

[Insert details on the intended use of results linked to the specific request for service supplementing or replacing clause I.8 of the special conditions]

ANNEXES

Request for service

Contractor's specific tender (No [complete]⁵ of [insert date])

SIGNATURES

For the Contractor,

For the Contracting Authority,

[Company name/forename/surname/function] [forename/surname/function]

signature[s]: _____

signature[s]: _____

⁴ This bank guarantee can be requested later in the execution of the contract, not necessarily at the beginning, since it covers ex-post performance and the longer a guarantee is, the more expensive it is.

⁵ Number to be inserted in case of multiple framework contract with reopening of competition.

Done at [London], [date]

Done at [London], [date]

In duplicate in English.