

## **SPECIFIC CONTRACT FOR THE FRAMEWORK CONTRACT**

### **SPECIFIC CONTRACT No RTD-SSH2007-ERA-EVAL** implementing Framework Contract No BUDG 06/PO/01/Lot 3

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Jean-Michel Baer, Director DG RTD-L, SDME 07/62, B-1049 Brussels,

of the one part,

and

**EVALUATION PARTNERSHIP**

Registration number: 3184512  
6 COLE PARK ROAD  
TWICKENHAM  
TW1 1HW MIDDLESEX  
UNITED KINGDOM

VAT registration number: 798 5052 80

represented for the purposes of the signature of this contract by

The Evaluation Partnership Limited

and

PARTICIP GmbH  
Merzhauser Str. 183; 79100 Freiburg  
Germany  
VAT registration number: DE 142 927 394

represented by

PARTICIP GmbH

and

Economisti Associati srl  
Via Rialto 9  
40124 Bologna  
Italy  
VAT registration number: 04332460379

represented by

Economisti Associati srl

and

Gruppo Soges S.p.A  
Corso Matteotti 39 bis  
10122 Torino  
Italy

VAT registration number: 08295390010

represented by

Gruppo Soges S.p.A

and

Market & Opinion Research International (Ipsos Mori)  
79-81 Borough Road  
London SE1 1FY  
UK

VAT registration number: GB 443 9321 51

represented by

Ipsos MORI

The parties identified above have formed the consortium – hereinafter collectively referred to as "the Contractor", represented for the purposes of the signature of this contract by

The Evaluation Partnership Limited

of the other part,

HAVE AGREED

#### **ARTICLE III.1: SUBJECT**

**III.1.1** This specific contract implements Framework Contract No BUDG 06/PO/01/Lot 3 signed by the Commission and the Contractor on 14 December 2006 *and renewed on 14 December 2007.*

**III.1.2** The subject of this specific contract is an Evaluation of the impact of the Framework Programme on the formation of the European Research Area (ERA) in Social sciences and the humanities (SSH). This specific contract relates to lot 3 of the Framework Contract.

**III.1.3** The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annexes thereto, which form an integral part thereof, to perform the tasks specified in Annexes A and B.

### **ARTICLE III.2: DURATION**

**III.2.1** This specific contract shall enter into force on the date on which it is signed by the last contracting party.

**III.2.2** The maximum duration of the work is fixed at 12 months. Execution of the tasks shall start from date of entry into force of this specific contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

In the event that the Framework Contract BUDG 06/PO/01/Lot3 is not renewed as mentioned in Article I.2 of the Framework Contract, the Specific Contract will automatically terminate without further justification six months after the expiration date of the Framework Contract and without the contractor being entitled to any compensation of any damage incurred in consequence of such a termination. If this situation should arise the contractor shall submit a report of the work carried out accompanied by the corresponding invoice.

### **ARTICLE III.3: PRICE**

**III.3.1** The total amount to be paid by the Commission under this specific contract shall be EUR 459 908 (four hundred and fifty nine thousands nine hundred and eight euro) covering all tasks executed.

### **ARTICLE III.4: INVOICING AND PAYMENT ARRANGEMENTS**

**III.4.1** Invoices shall be sent to:

European Commission  
DG / RTD.L1

B-1049 Bruxelles

**III.4.2** Payments shall be made to the bank account on presentation of an invoice detailing the amount of the fee and the amount of VAT actually applicable, mentioned in Article I.5.1. of the Framework Contract. Payment shall be deemed to have been effected on the day on which the Commission's account is debited.

**III.4.3** Interim payment 1: An interim payment of 20% of the total amount mentioned in article III.3 above will be made after 3 months on the basis of submitted deliverables and reports as described in point 2.2.1 of the Terms of Reference for the Specific contract. The Commission shall have 20 days from receipt to approve or reject the relevant deliverables and the Contractor shall have fifteen days in which to submit additional information or new deliverables. The payment will be made within 30 days of the acceptance by the Commission of the report and the deliverables in question in accordance with the Art. I.5.3 of the

Framework Contract and according to the conditions established in the Terms of Reference for the Specific Contract.

**III.4.4** Interim payment 2: An interim payment of 40% of the total amount mentioned in article III.3 above will be made after 6 months from the date of entry into force of this agreement on the basis of submitted deliverables and reports as described in point 2.2.2 of the Terms of Reference for the Specific contract. The Commission shall have 20 days from receipt to approve or reject the relevant deliverables and the Contractor shall have fifteen days in which to submit additional information or new deliverables. The payment will be made within 30 days of the acceptance by the Commission of the report and the deliverables in question in accordance with the Art. I.5.3 of the Framework Contract and according to the conditions established in the Terms of Reference for the Specific Contract.

**III.4.5** Final payment: A final payment of the balance will be made after 12 months from the date of entry into force of this agreement on the basis of submitted deliverables and reports as described in point 2.2.3 of the Terms of Reference for the Specific contract. The Commission shall have 20 days from receipt to approve or reject the relevant deliverables and the Contractor shall have fifteen days in which to submit additional information or new deliverables. The payment will be made within 30 days of the acceptance by the Commission of the report and the deliverables in question in accordance with the Art. I.5.2 of the Framework Contract and according to the conditions established in the Terms of Reference for the Specific Contract.

#### **ARTICLE III.5: ADMINISTRATIVE PROVISIONS**

**III.5.1** The persons responsible for implementing this specific contract are:

For the Commission:  
Administrative questions:  
DG / RTD L.1

B-1049 Bruxelles

Technical questions :  
DG /RTD L.6

B-1049 Bruxelles  
e-mail address:

For the Contractor :

The Evaluation Partnership Limited  
6 Cole Park Road  
Twickenham, Middlesex TW1 1HW  
UK

#### **ARTICLE III.6: ANNEXE[S]**

**Annex A** – Terms of Reference for the Specific Contract

**Annex B – Contractor's Specific Tender on Evaluation of the impact of the Framework Programme on the formation of the European Research Area (ERA) in social sciences and humanities (SSH)**

**SIGNATURES**

For the Contractor,  
The Evaluation Partnership Limited

signature[s]

Done at [Brussels], [date]

In duplicate in English

For the Commission,  
Jean-Michel Baer, Director

signature[s]: \_\_\_\_\_

Done at [Brussels], [date]

12/11/08

## AMENDMENT No 1

TO A SPECIFIC CONTRACT Implementing the Framework Contract No  
BUDG 06/PO/01/Lot 3 on

the subject of an Evaluation of the impact of the Framework Programme on the formation  
of the European Research Area (ERA) in the Social sciences and the humanities (SSH)

The European Community ("the Community"), represented by the Commission of the  
European Communities ("the Commission"), which is represented for the purposes of  
signing this amendment by Jean Michel BAER, Director, DG RTD/ L, of the one part,  
and

### EVALUATION PARTNERSHIP

Registration number: 3184512  
6 COLE PARK ROAD  
TWICKENHAM  
TW1 1HW MIDDLESEX  
UNITED KINGDOM

RTD	DATE: 13/11/08
ADONIS	N° 160030
ARRIVES	CODE DOSSIER:

VAT registration number: 798 5052 80

represented for the purposes of the signature of this contract by

The Evaluation Partnership Limited

and

PARTICIP GmbH  
Merzhauser Str. 183; 79100 Freiburg  
Germany  
VAT registration number: DE 142 927 394

represented by

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Economisti Associati srl  
Via Rialto 9  
40124 Bologna  
Italy

C:\Users\ \AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\J7BDKSTT\amendment1  
RTD-SSH2007-ERA-EVAL -contract.doc  
Rue de la Loi 200, B-1049 Bruxelles - Belgique - Bureau:  
Téléphone: ligne directe (+32-2)295.46.47, standard 299.11.11, Télécopieur: 295.89.44  
Télex: COMEU B 21877. Adresse télégraphique: COMEUR Bruxelles.

VAT registration number: 04332460379

represented by

Economisti Associati srl

and

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Gruppo Soges S.p.A  
Corso Matteotti 39 bis  
10122 Torino  
Italy

VAT registration number: 08295390010

represented by

Gruppo Soges S.p.A

and

Market & Opinion Research International (Ipsos Mori)  
79-81 Borough Road  
London SE1 1FY  
UK

VAT registration number: GB 443 9321 51

represented by

Ipsos MORI

The parties identified above have formed the consortium – hereinafter collectively referred to as "the Contractor", represented for the purposes of the signature of this contract by

The Evaluation Partnership Limited

of the other part,  
("the Contractor"), *represented for the purposes of signing this contract by*.

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Having regard to the specific contract implementing the Framework Contract No BUDG 06/PO/01/Lot 3 on the subject of an Evaluation of the impact of the Framework Programme on the formation of the European Research Area (ERA) in the Social sciences and the humanities (SSH), concluded between the Community and the Contractor on November 18, 2008 ("the Contract"),

Whereas *the Contractor has requested the Commission to prolong the above contract,*

HAVE AGREED AS FOLLOWS:

#### **Article 1**

Article III.2 Clause 2 is replaced as follows:

"The maximum duration of the work is fixed at 15 months and 12 days (end date February 28, 2010). Execution of the tasks may be extended only with the express written agreement of the parties before such period elapses. In the event that the Framework Contract BUDG 06/PO/01/Lot3 is not renewed as mentioned in the Article I.2 of the Framework Contract, the Specific Contract will automatically terminate without further justification six months after the expiration date of the Framework Contract and without the contractor being entitled to any compensation of any damage incurred in consequence of such termination. If this situation should arise the contractor shall submit a report of the work carried out accompanied by the corresponding invoice.

#### **Article 2**

All the other provisions of the Specific Contract shall remain unchanged and shall continue to apply for the period of duration of the contract indicated in Article I.2 Clause 3 of the Contract for the new period of duration indicated in Article 1 of this amendment.

#### **Article 3**

The present amendment shall form an integral part of the Specific Contract and it shall enter into force on November 15, 2009.

#### **SIGNATURES**

For the Contractor,

**The Evaluation Partnership Limited**

For the Commission,

BAER Jean Michel, Director

signature[s]:

signature[s]:

Chef d'Unité

Done at Brussels,

Done at Brussels,

17/11/09

In duplicate in English.





EUROPEAN COMMISSION  
RESEARCH DIRECTORATE-GENERAL

Directorate L - Science, economy and society  
The Director

**RESPONSE TO REQUEST FOR  
AMENDMENT TO  
CONTRACT No RTD-SSH2007-ERA-EVAL  
Implementing Framework Contract No BUDG 06/PO/01/Lot3**

The European Union, hereinafter referred to as "the Union", referring to the letter from  
, of 22 March 2010 which reads as follows:

**"ARTICLE 1.**

The party identified as the Evaluation Partnership Ltd is replaced by :

Coffey International Development Limited  
Registration number: 03799145  
& Northfield Road  
RG1 8AH Reading  
Bershire  
United Kingdom  
VAT registration number: 724 5309 45

Represented for the purposes of signing the contract by

Coffey International Development Limited

hereby agrees on the proposed amendment(s) to contract No **RTD-SSH2007-ERA-EVAL**, according amendment n°2 to Framework Service Contract No. BUDG 06/PO/01/lot 003/ABAC-101902"

**SIGNATURE**

For the Commission,

Jean-Michel Baer, Director L1

signature[s]: \_\_\_\_\_

Done at Brussels, [date]

17/5/10

