



EUROPEAN CENTRAL BANK

EUROSYSTEM

ORDER FOR THE PROVISION OF SERVICES

between

The European Central Bank (the 'ECB')

Kaiserstraße 29

D-60311 Frankfurt am Main

Germany

And

Oliver Wyman GmbH (the 'Contractor')

Germany, HRB40702

Friedrich-Ebert-Anlage 49

60308 Frankfurt am Main

Germany

(the 'Parties')

WHEREAS

- Following the conduct of a procurement procedure and the Contractor's final offer (Appendix I) the ECB and the Contractor have concluded a framework contract regarding the provision of Financial Advisory Services to the ECB concerning balance sheet assessment relating to the Single Supervisory Mechanism (Lot 2) ('Framework Contract');
- According to Article 2.1 of the Framework Contract, the ECB shall issue an Order specifying the scope of Services to be provided, the time limits and the prices;
- The Contractor shall confirm its acceptance by countersigning and returning the Order;
- Upon signature by both parties the Contractor shall perform the Services specified in this Order in accordance with the provisions of the Framework Contract and this Order.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. Scope of Services

1.1 The services to be provided by the Contractor to the ECB (the 'Services') for a period of 12 months following the signature of this Order, on the basis of the proposed deployment of resources and operational proposal for the delivery of the services, which shall comprise:

a) [REDACTED]

b) [REDACTED]

c) [REDACTED]

d) [REDACTED]

1.2 The scope of Services shall include [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 1.3 The Contractor shall perform the Services in accordance with this order ('Order') and the specifications laid down in the Framework Contract unless otherwise explicitly stated in this Order.
- 1.4 The Contractor's contact point within the ECB shall be the Directorate General Financial Stability, [REDACTED]. The ECB appoints [REDACTED] and the Contractor appoints [REDACTED] as contract managers.
- 1.5 Unless otherwise explicitly stated in this Order, the provisions of the Framework Contract shall apply.

2. The Contractor's staff

- 2.1 The Contractor shall perform the Services through its staff. The Contractor shall not replace these staff unless it becomes necessary for reasons beyond the Contractor's control (for example sickness or termination of the employment/service contract). In such case the Contractor shall propose a replacement with the same level of experience and qualifications within 10 calendar days from the moment the Contractor becomes aware of the staff member's /consultant's unavailability. The assignment of the replacement is subject to the ECB's prior approval which shall not be unreasonably withheld.
- 2.2 If a member of staff does not have the required qualifications or experience, does not obtain security clearance or breaches repeatedly or substantially the ECB's house rules, as well as for other serious reasons, the ECB may request the Contractor to replace the member of staff, free of additional charge, within 10 calendar days of receiving written notice from the ECB. The assignment of the replacement shall be subject to the ECB's prior approval which shall not be unreasonably withheld.

3. Remuneration

- 3.1 The Services shall be remunerated according to Article 5 of the Framework Contract, as stated in Annex 4B of the RfP (Price table) and the Contractors revised offer being [REDACTED] for all services to be provided under the Scope of Services as set out in Article 1 of this order, unless otherwise explicitly stated in this Order.
- 3.2 The Contractor shall submit to the ECB a monthly invoice.

4. Duration and termination

- 4.1 This Order shall enter into effect at upon signature by both parties and shall remain in force until the expiry of the agreed term as set out in Article 1.1 or until terminated in accordance with this Order or any statutory provision.
- 4.2 The ECB may terminate this Order within two weeks' written notice without cause.
- 4.3 Either party may terminate this Order under extraordinary circumstances that render the continuation of this Order intolerable considering all relevant aspects and the interests of both Parties (see § 626 of the German Civil Code). The ECB may terminate the Order in particular:
- (a) if insolvency or similar proceedings have been opened against the Contractor's assets;
 - (b) if the Contractor retires from business;
 - (c) If the Contractor has substantially or repeatedly breached its obligations under this Order and has not remedied such breach within a reasonable period of grace set by the ECB. No period of grace is required if the breach cannot be remedied or in the cases listed in § 314(2) and § 323(2) of the German Civil Code;
 - (d) if the Contractor is guilty of serious misrepresentation in supplying information to the ECB or has participated in agreements restricting competition in the procurement procedure leading to this Contract;
 - (e) if the Contractor does not provide a suitable staff replacement within the time limits set out in Article 3 of this Contract;
- 4.4 The rights of termination in accordance with this Order shall not prejudice any other statutory right or remedy that either Party may have.

5. Appendices to the Purchase Order

The following appendices form an integral part of this Order in the following ranking:

- (a) Contractor's Final Offer to provide services to the ECB, including the Price table (Appendix I)

IN WITNESS WHEREOF the undersigned, being duly authorised, have signed this Order:

European Central Bank:

Contractor:

Frankfurt, 23 September 2013

Frankfurt 24/09/13

Place and date

Place and date

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