

EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENLARGEMENT

SPECIFIC CONTRACT

ELARG.A2/18/2014

CRIS No 2014/354-277

Implementing Framework Contract n° PO/2012-3/A3/TEP – Lot 1

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"),

of the one part,

and

official name in full: Coffey International Development Ltd.
Trading as the Evaluation Partnership (TEP)
official legal form: Incorporated Company
official address in full: 1, Northfield Road
W1U 6AG Reading Berkshire
United Kingdom

(hereinafter referred to as "the Contractor"),

of the other part,

HAVE AGREED

ARTICLE 1: SUBJECT

- 1.1 This specific contract implements Framework Contract n° **PO/2012-3/A3/TEP – Lot 1**, signed by the Commission and the Contractor on 28 December 2012.
- 1.2 The subject of this specific contract is the evaluation of information and communication activities towards the EU Member States in the area of EU Enlargement.
- 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 following tasks: produce conclusions on the current situation and provide precise, practical recommendations for future work, according to the Terms of reference specified in Annex B.

ARTICLE 2: DURATION

- 2.1 This specific contract shall enter into force on the date on which it is signed by the last contracting party.
- 2.2 The duration of the execution of the tasks shall not exceed ten months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of signature by the last part. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE 3: PRICE

- 3.1 The total price to be paid by the Commission under this specific contract shall be EUR 251,150 (two hundreds fifty-one thousands one hundred fifty euros) covering all tasks executed.

This price also covers any fees payable to the Contractor in relation to the vesting of rights in the Union and where applicable the transfer of rights to the Union and any use of the results by the Commission.

- 3.2 No reimbursable expenses are foreseen.

[For Contractors established in Belgium, the provisions of this specific contract constitute a request for VAT exemption n° 450, provided the Contractor includes the following statement in his 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.]

ARTICLE 4: PAYMENT ARRANGEMENTS

The payments will be made in accordance with Article I.4 of the Framework contract.

4.1 Interim payment

The contractor shall submit an invoice for an interim payment(s) equal to 40% of the total price referred to in the article 3.1 of this specific contract.

The invoice shall be accompanied by an interim report in accordance with Points 4.2 and 5.2 of the terms of reference. The Commission shall approve the report and make the payment in accordance with Point I.4.2 of the framework contract.

4.2 Payment of the balance

The contractor shall submit an invoice for a payment of the balance after the completion of the tasks referred to in this specific contract.

The invoice shall be accompanied by the final report in accordance with Points 4.3 and 5.2 of the terms of reference. The Commission shall approve the report and make the payment in accordance with Point I.4.3 of the framework contract

ANNEXES

Annex A1 - Statement of Contractor concerning right to delivered result

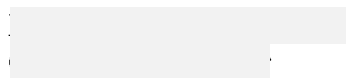
Annex A2 - Statement of creator / intermediary in delivery

Annex B - Terms of reference ELARG.A2/18/2014

Annex C - Contractor's Specific Tender

SIGNATURES

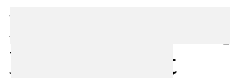
For the Contractor,



signature: _____

Done at London, 15/12/2014

For the Commission,



signature: _____

Done at Brussels, 12/12/2014

In duplicate in English.

Annex [A1]¹

Statement of Contractor concerning right to delivered result

[Option 1: general statement -low risk situations, e.g. limited use of the results]

I, *[insert name of the authorised representative of the Contractor]* representing *[insert name of the Contractor]*, party to the Contract *[insert title and/or number of the contract]* warrants that the Contractor holds full right to the delivered *[insert title and/or description of result]* which is free of any claims, including claim of the creators who transferred all their rights and *[were fully paid]* *[will be paid as agreed within [complete] weeks from [delivery of this statement.] [receipt of confirmation of acceptance of the work].*

Date, place, signature

¹ According to article I.9.2 of the framework contract PO/2012-3/A3-Lot1, if the Commission request so, the contractor shall present this completed form.

Annex [A2]²

Statement of creator / intermediary in delivery

of the *[title of the result]*
within the Framework Contract number *[complete]*
Specific Contract n° *[complete]*

concluded between the European Commission and *[name of the contractor(s)]*

I, *[insert name of the authorised representative of the intermediary]* representing *[insert name of the intermediary]* state that I am the right holder of: *[identify the relevant parts of the result]* [which I created] [for which I received rights from *[insert name]*].

I am aware of the above contract, especially Articles I.9, II.10 and point *[insert reference]* of the Request for Service and I confirm that I transferred all the relevant rights to *[insert name]*.

I declare that [I received full remuneration.] [I agreed to receive remuneration by *[insert date]*].

[I also confirm that I do not oppose my name being recalled when the results are presented to the public and confirm that the results can be divulged.]³

Date, place, signature

² According to article I.9.2 of the framework contract PO/2012-3/A3-Lot 1, if the Commission request so, the contractor shall present this completed form

³ Necessary for creators