

# DRAFT CONTRACT

## SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

### CIG B1AB73560B

#### AICS Cairo – Italian Agency for Development Cooperation

1081 Corniche El Nil, Garden City, Cairo, Egypt

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>]<sup>1</sup>

[<Official registration number>]<sup>2</sup>

<Full official address>

[<VAT number>],<sup>3</sup>

(‘the contractor’)

of the other part,

have agreed as follows:

### **PROJECT: EU-ZIRA3A – EU Integrated Rural Development Programme for Egypt**

**ENI/2021/427-389**

**CONTRACT TITLE: “Enhance extension services for crop and animal production towards tackling impacts of climate change, efficient and sustainable management of natural resources and agrifood-ecosystems in Sohag, Beni Suef and Assiut”**

**Lot 1: “Capacity building services for the improvement of extension services. Training, field demonstration”**

**Identification number CIG B1AB73560B**

#### **(1) Subject**

1.1 The subject of this contract is “Enhance extension services for crop and animal production towards tackling impacts of climate change, efficient and sustainable management of natural resources and agrifood-ecosystems in Sohag, Beni Suef and Assiut” Lot 1: “Capacity building services for the improvement of extension services.

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<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card, passport or equivalent document number.

<sup>3</sup> Except where the contracting party is not VAT registered.

**Training, field demonstration”** done in **Cairo** with identification number **CIG B1AB73560B** (‘the services’).

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

## **(2) Contract value**

This contract, established in EURO is a global price contract. The contract value is EURO **XXXXXX**.

## **(3) Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the terms of reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
- the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Key experts (Annex IV);
- Budget (Annex V);
- specified forms and other relevant documents (Annex VI);

**The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

## **(4) Language of the contract**

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

## **(5) Other specific conditions applying to the contract**

For the purpose of Article 42 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Partnerships.

(b) the data protection notice is available at:  
[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):General](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General)

**Nothing herein is intended or shall be construed as a waiver of the existing diplomatic immunity enjoyed by AICS.**

Done in English in two originals, one original for the contracting authority and one original for the contractor.

**For the contractor**

Name:

Title:

Signature:

Date:

**For the contracting authority**

Name:

Title:

Signature:

Date:

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## SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the Articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

### Article 2 Communications

#### 2.1 For the Contracting Authority

EU-ZIRA3A Programme

AICS Cairo, 1081 Nile Corniche, Garden City, Cairo

Website address: <https://ilcairo.aics.gov.it/>

Email: [euzira3a@aics.gov.it](mailto:euzira3a@aics.gov.it); [segreteria.ilcairo@aics.gov.it](mailto:segreteria.ilcairo@aics.gov.it)

#### For the Contractor

XXXXXXXXXX

XXXXXXXXXX

XXXXXXXXXX

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

### Article 4 Subcontracting

4.9 Subcontracting is allowed, and has to be agreed upon with the Contracting Authority, within the limits described in the terms of reference of this contract, paragraph 3 point g.

### Article 7 General obligations

7.8 The Contractor will ensure appropriate visibility to the Contracting Authority and to the EU through the production of visibility materials, and other media platforms. The use of the Contracting Authority and EU logos must be agreed upon and approved by the Contracting Authority. Communication and Visibility activities must comply with the latest Communication and Visibility Requirements for EU-funded external action, laid down and published by the European Commission.

### Article 12 - Liabilities

12.2 'By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to EUR xxxxxxxx

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## **Article 13 - Insurance**

13.2 a) By derogation from Article 13.2 a) of the general conditions, from the date when the implementations begins, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

## **Article 19 Implementation of the tasks and delays**

19.1 [The start date for implementation shall be the date of signature of the contract by both parties>] OR  
[The date on which implementation starts shall be within 3 months of the signature of this contract by both parties and shall be set in an administrative notice issued by the project manager.]

19.2 The period for implementing the tasks is 36 months from the start date.

## **Article 26 Interim and final reports**

The contractor shall submit progress reports as specified in the terms of reference.

## **Article 27 Approval of reports and documents**

27.5 The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall in any case be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the documents or reports.

## **Article 28 Expenditure verification**

28.2 Expenditure verification is not applicable

## Article 29 Payment and interest on late payment

29.1 Payments shall be made in accordance with the following the option:

Month		EUR
1	Maximum pre-financing payment <sup>4</sup>	<Max. 40 % of the contract value>
<Month/ year number>	[If applicable: Interim payment ]	<X % of the contract value>
<Month/ year number>	Balance	<Maximum 60 % of the contract value>
	Total	<Total contract value>

By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 90 days after receipt by the contracting authority of an admissible invoice and of the reports, subject to approval of those reports in accordance with Article 27 of the general conditions.

29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

29.5 Payments shall be made in EURO in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

## Article 30 Financial guarantee

30.1 Pre-financing guarantee is required, and in accordance with article 30 of the general conditions.

## Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Rome, Italy in accordance with the national legislation of the state of the contracting authority.

## Article 42 Data Protection

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff,

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<sup>4</sup> The contractor is not obliged to ask for pre-financing.

experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC<sup>5</sup> and as detailed in the specific privacy statement published at ePRAG.

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<sup>5</sup> OJ L 205 of 21.11.2018, p. 39