

**SERVICE CONTRACT No<Contract number>**  
**FOR**  
**EUROPEAN COMMUNITY EXTERNAL ACTIONS**  
**FINANCED FROM THE EC GENERAL BUDGET**

**For centralised contracts:** European Community, represented by the European Commission, B-1049 Brussels, Belgium, for and on behalf of the government of <name of the beneficiary country>

**OR**

**For decentralised contracts:** <Name and administrative address of the Contracting Authority>  
("the Contracting Authority"),

of the one part,

and

<Full official Name of the Consultant>

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

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

<Full official address>

<VAT number><sup>3</sup>, ("the Consultant")

of the other part,

have agreed as follows:

**Special Conditions**

(1) Subject

The subject of this Contract is <Contract title> at <Location> with identification number <Publication reference> ("the services").

(2) Structure of the contract

The Consultant will carry out the services on the terms and conditions set out in this contract, which comprises, in order of precedence, these special conditions ("Special Conditions") and the following annexes:

Annex I: General Conditions for service contracts financed by the European Community

Annex II: Terms of reference

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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 or passport or equivalent document - number

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

## Special conditions

Annex III:	Organisation and methodology
Annex IV:	Key experts
Annex V:	Budget [For fee-based contracts only; breakdown]
Annex VI:	Forms and other relevant documents
Annex VII:	Report of factual findings and terms of reference for an expenditure verification

In case of any contradiction between the above documents, their provisions shall be applied according to the above order of precedence.

### (3) Contract value

#### Option 1: Fee-based contract (technical assistance contracts)

This contract, established in <For centralised contracts: euro OR For decentralised contracts: euro/national currency>, is a **fee-based contract**. Based on the maximum fees, incidental expenditure and expenditure verification provision defined in Annex V, the maximum contract value is <For centralised contracts: EUR OR For decentralised contracts: EUR/ national currency><amount>.

#### Option 2: Global price contracts (studies and other result-oriented contracts)

This contract, established in <For centralised contracts: euro OR For decentralised contracts: euro/national currency>, is a **global price contract**. The contract value is <For centralised contracts: EUR OR For decentralised contracts: EUR/national currency><amount>.

### (4) Commencement date

#### EITHER:

The date for commencing implementation shall be <date/date of signature of the contract by both parties>

#### OR:

The date for commencing implementation shall be within 3 months of the signature of this contract by both parties and shall be determined by an administrative order issued by the Project Manager.

### (5) Period of implementation

The period of implementation of the tasks identified in Annexes II & III is <number> months from the Commencement date.

### (6) Reporting

The Consultant shall submit progress reports as specified in the Terms of reference.

### (7) Payments and bank account

7.1 Payments will be made in < euro / national currency> in accordance with Article 29 of the General Conditions into the bank account notified by the Consultant to the Contracting Authority in accordance with Article 20.7 of the General Conditions.

7.2 The payments will be made according to the following schedule, subject to the provisions of Articles 26 to 33 of the General Conditions:

## Special conditions

### Option 1: Fee-based contract

Month		<EUR/***>
1	<b>First pre-financing payment<sup>4</sup></b>	<amount> 5 <sub>x</sub> %
6-monthly	<b>Renewed pre-financing payments and interim payments</b>	<amount (balance of first pre- financing payment and forecast balance)>
<Month number>	<b>Forecast balance</b>	10% of the maximum contract value
	<b>Total</b>	<maximum contract value>

The actual amounts payable after the first pre-financing payment will vary. They must be based on the consultant's invoice accompanied by an interim progress report and an expenditure verification report, and the incidental expenditure and the provision for expenditure verification actually incurred during the period.

The interim invoices must be paid such that the sum of the payments does not exceed 90% of the maximum contract value stated in Article 3 of the Special Conditions. The payment of the balance of the final value of the contract, subject to the maximum contract value stated in Article 3, is made after deduction of the amounts already paid, within 45 days of the Contracting Authority receiving an invoice accompanied by the final progress report and a final expenditure verification report, and the incidental expenditure and provision for expenditure verification actually incurred during the period, subject to approval of those reports.

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

<sup>5</sup> maximum of 40 % of the total contract amount if the implementation period of the contract is 12 months or less, 30 % of the total contract amount if the implementation period is between 12 and 24 months, and 20 % of the total contract amount if the implementation period is 24 months or more

## Special conditions

### Option 2: Global price contract:

Month		<EUR/***>
1	Pre-financing payment <sup>6</sup>	<60% of the contract value>
<Month number>	Balance	<40% of the contract value>
	Total	<Total contract value>

#### (8) Contact addresses

Any written communication relating to this Contract between the Contracting Authority and the Consultant must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with Article 20.7 of the General Conditions.

#### (9) Law and language of the contract

9.1 The law of <For centralised contracts: Belgium / For decentralised contracts: <country of the Contracting Authority> shall govern all matters not covered by the contract.

9.2 The language of the contract and of all written communications between the Consultant and the Contracting Authority and/or the Project Manager shall be English.

#### (10) Tax and customs arrangements

The contract shall be exempt from all duties and taxes, including VAT. To be amended according to any agreement between the European Community and the beneficiary country

#### (11) Dispute settlement

<For centralised contracts:

11.1 any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

For decentralised contracts:

11.1 The conciliation procedure in Article 40.3 of the General Conditions < is not applicable / is applicable> and the service of the European Commission which will be responsible for such conciliation is <specify >].

**EITHER**

11.2 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of <specify> applying the national legislation of the Contracting Authority.

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<sup>6</sup> The consultant is not obliged to ask for pre-financing.

## Special conditions

OR

11.2 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred for arbitration to <specify the arbitration body> applying the rules of arbitration of [ the International Chamber of Commerce / the United Nations Commission on International Trade Law / < other internationally recognised procedure to be specified > ].

(12) Other specific conditions applying to the contract

The consultant must take the necessary measures to ensure the visibility of the EU financing or co-financing. Such measures must be in accordance with the applicable rules on the visibility of external action laid down and published by the Commission. These rules are set out in the EU guidelines on visibility available from the EuropeAid website at [http://europa.eu.int/comm/europeaid/visibility/index\\_en.htm](http://europa.eu.int/comm/europeaid/visibility/index_en.htm)

[If necessary and after having obtained prior approval/derogation by the competent services:

The following derogations from the General Conditions shall apply:

By derogation from Article ... ]

Done in English in three originals, <For centralised contracts: two originals being for the European Commission / For decentralised contracts: one original being for the Contracting Authority, one original being for the European Commission, > and one original being for the Consultant.

### For the Consultant

Name:

Title:

Signature:

Date:

### For the Contracting Authority

Name:

Title:

Signature:

Date:

[For decentralised contracts:

**Endorsed for financing by the European Community (only in the case of ex-ante control if the Commission makes the payments under the contract)**

Name:

Title:

Signature:

Date: