

DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No CB007.2.32 .199-006

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Student Media World Association,

address: Blagoevgrad, Industrial zone, railway station,

represented by Sabi Lyubomirov Dashev

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>]¹

[<Official registration number>]²

<Full official address>

[<VAT number>]³,

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT “Embrace Nature”, financed under Cross-Border Cooperation Programme
Bulgaria – Serbia 2014 – 2020**

**CONTRACT TITLE “Development of the design, technical specifications and the
software application for the educational platform”**

Identification number CB007.2.32 .199-006

(1) Subject

1.1 1.1 The subject of this contract is:

- Lot 1 “Development of the design, technical specifications for the educational platform”
- Lot 2 “Development of the software application for the educational platform”

¹ Where the contracting party is an individual.

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

³ Except where the contracting party is not VAT registered.

done at Blagoevgrad, Bulgaria with identification number CB007.2.32 .199-006 ('the services').

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

(2) Contract value

This contract, established in Euro, is a global price contract. The contract value is EUR (.....), VAT included, or BGN (.....), VAT included.

(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);
- Budget (Annex V);
- Other relevant forms and documents (Annex VI);

These above listed documents make up the contract. They 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 contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations.

(b) the data protection notice is available at
<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>.

Done in English in three originals, two originals 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:

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 Contact details for the Contracting Authority:

STUDENT MEDIA WORLD ASSOCIATION

EIK 175835467,

j.k. Industrialna Zona, JP gara, 2700 Blagoevgrad

E-mail: stmediaworld@gmail.com

Tel. +359 887316383

Contact person: Simeona Nonkova

2.2. Contact details for the Contractor:

Name:

Address:

Tel.

E-mail:

Contact person:

Article 4 Subcontracting

4.9 Subcontracting is allowed.

Article 7 General obligations

7.8 The Contractor shall comply with the visibility rules laid down in the Communication and Visibility Manual for EU External Actions published by the European Commission as well as in the visibility rules of the Interreg – IPA Cross-Border Cooperation Bulgaria – Serbia Programme available in the Project implementation manual.

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 the full contract value.

Article 19 Implementation of the tasks and delays

19.1 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 from the date of concluding the contract until the completion of all tasks, but not later than 25.08.2022

Article 26 Interim and final reports

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

Article 29 Payment and interest on late payment

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

Month		BGN
1	Maximum pre-financing payment ⁴	40% of the contract value
12	Balance	60% of the contract value
	Total	Total contract value

By derogation, the payments to the contractor of the amounts due under final payments shall be made within 30 days after receipt by the contracting authority of an 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 will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions submitted. The demand must be submitted within two months of receiving late payment.

29.5 Payments will be made in BGN 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 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

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 competent Bulgarian court applying the national legislation of the contracting authority.

Article 42 Data protection

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

⁴ The contractor is not obliged to ask for pre-financing.

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, 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/EC⁵ and as detailed in the specific privacy statement published at ePRAG.

Article 43 Further additional clauses

N/A

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⁵ OJ L 205 of 21.11.2018, p. 39