

ANNEX I

SPECIFIC CONTRACT N° *[complete]*

implementing Framework Contract n° 20xx/EMSA/NEG/13/2025

The European Maritime Safety Agency (hereinafter referred to as 'the contracting authority'), with its seat at Praça Europa 4, 1249-206 Lisbon, Portugal, VAT registration n° 507 685 326, represented for the purposes of signing this specific contract by *[forename, surname, function, department]*,

on the one part,

and

[Full official name]

[Official legal form]

[Statutory registration number or ID or passport number]

[Full official address]

[VAT registration number]

[For joint tenders, repeat these data as many times as there are contractors and continue numbering].

(hereinafter referred to as "the Contractor"), represented for the purposes of the signing of this specific contract by *[insert forename, surname and function]*

[In the case of a joint offer, the following clause shall be added below the identification of the parties:
"The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis EMSA for the performance of this contract".]

on the other part,

HAVE AGREED

ARTICLE III.1 - SUBJECT MATTER

- III.1.1** This specific contract implements Framework Contract (FWC) No [complete] signed by the contracting authority and the contractor on [insert date].
- III.1.2** The subject of this specific contract is [short description of the subject].
- III.1.3** In accordance with the provisions set out in the FWC and in this specific contract and [its][their] annex[es], which form an integral part thereof, the contractor must provide the [following services: [complete]] [services specified in Annex [complete].]

ARTICLE III.2 - ENTRY INTO FORCE AND DURATION

- III.2.1** This specific contract shall enter into force [on the date on which it is signed by the last party] [on [insert date] if it has already been signed by both parties, or on the date of the last signature whichever is the latest].
- III.2.2** The provision of the services starts from [the date of entry into force of this specific contract] [[or insert date], but not earlier than the date of entry into force of this specific contract].
- III.2.3** The provision of the services must not exceed [complete] [months] [days]. The total duration of this specific contract, including [renewal] [phases] [and] the acceptance process by the contracting authority, must not exceed [complete] [months] [days]. The parties may extend the duration of this specific contract by written agreement before it expires. In any case the duration of this specific contract shall not exceed six months after the expiry of the FWC.

ARTICLE III.3 - PRICE

- III.3.1** The maximum amount under this specific contract is EUR [amount in figures and in words] covering all services to be provided.

ARTICLE III.4 – PAYMENT ARRANGEMENTS

[In line with the provisions of the FWC.]

[III.4.1 General considerations for all payments

[Not applicable.]

[If applicable, please specify].

III.4.2 Pre-financing

Not applicable.

III.4.3 Interim payment

[Not applicable.]

[For Module 1 – Operations and Corrective Maintenance:

After six months of provision of services, the contractor may claim an interim payment equal to **50%** of the total price of the contract in accordance with Article II.21.6.

The contractor must send any invoice for the interim payment via e-PRIOR unless otherwise agreed with the contracting authority, accompanied by the following:

- progress report as approved by the contracting authority;
- group members' shares for VAT purpose (if applicable).]

[Optional For Module 2 – Enhancements:

The contractor may claim an interim payment equal the price of each accepted deliverable in accordance with Article II.21.6.

The contractor must send any invoice for the interim payment via e-PRIOR unless otherwise agreed with the contracting authority, accompanied by the following:

- Delivery note;
- Proof of acceptance by the contracting authority of the relevant deliverables: *list here the documents/deliverables*;
- a list of all pre-existing rights to the results or parts of the results or a declaration stating that there are no such pre-existing rights, as provided for in Article II.13.4.;
- group members' shares for VAT purpose (if applicable).]

The invoice shall include a clear description of the services provided and shall make reference to the specific contract to which it relates.

All invoices shall indicate both the contractor's and the contracting authority's VAT number.

The contracting authority must approve any submitted documents and pay within 60 days from receipt of the invoice.

The contracting authority may suspend the time limit for payment specified above in accordance with Article II.21.7. Once the suspension is lifted, the contracting authority shall give its approval and pay within the remainder of the time-limit indicated above, unless it rejects partially or fully the submitted documents].

III.4.4 Payment of the balance

The contractor may claim the payment of the balance in accordance with Article II.21.6.

The contractor must send an invoice for payment of the balance due under this specific contract via e-PRIOR, unless otherwise agreed with the contracting authority, accompanied by the following:

[For Module 1 – Operations and Corrective Maintenance:

- the final report as approved by the contracting authority;
- group members' shares for VAT purpose (if applicable).]

[For Module 2 – Enhancements:

- Delivery note;

- the following proof of acceptance by the contracting authority of the relevant deliverables: *list here the proof of acceptance*;
- a list of all pre-existing rights to the results or parts of the results or a declaration stating that there are no such pre-existing rights, as provided for in Article II.13.4.
- group members' shares for VAT purpose (if applicable).]

The invoice shall include a clear description of the services provided and shall make reference to the contract to which it relates.

All invoices shall indicate both the contractor's and the contracting authority's VAT number.

The contracting authority must approve any submitted documents and pay within 60 days from receipt of the invoice.

The contracting authority may suspend the time limit for payment specified above in accordance with Article II.21.7. Once the suspension is lifted, the contracting authority shall give its approval and pay within the remainder of the time-limit indicated above, unless it rejects partially or fully the submitted documents.

ARTICLE III.7 - USE OF THE RESULTS

[Not applicable.]

[In line with the provision of the FWC.]

ANNEXES

[For Module 2 only:

[Request for specific contract]

[Contractor's [reply to the request for specific contract] of [*insert date*]]

SIGNATURES

For the contractor,

[*forename/surname and function*]

For the contracting authority

[*forename/surname and function of the authorising officer*]

Signature[s]: _____

Signature: _____

Done at:

Done at Lisbon

Date:

In duplicate¹ in English.

¹ Unless it is signed with QES.

ANNEX II

NOT APPLICABLE

ANNEX III

NOT APPLICABLE

ANNEX IV

NOT APPLICABLE

ANNEX V

TENDER SPECIFICATIONS

(reference No. EMSA/NEG/13/2025 of *[insert date]*)

ANNEX VI

CONTRACTOR'S TENDER

ANNEX VII

SERVICE LEVEL AGREEMENT

NOT APPLICABLE

ANNEX VIII

LETTER FOR PERFORMANCE FIRST DEMAND GUARANTEE

NOT APPLICABLE

ANNEX IX

LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE

NOT APPLICABLE

ANNEX X

STATEMENT OF CONTRACTOR CONCERNING RIGHTS TO DELIVERED RESULTS

NOT APPLICABLE

ANNEX XI

STATEMENT BY THE CREATOR (OR RIGHT HOLDER)

NOT APPLICABLE

ANNEX XII

DECLARATION ON THE LIST OF PRE-EXISTING RIGHTS

I, *[insert name of the authorised representative of the contractor]* representing *[insert name of the contractor]* ('the contractor'), party to the *[framework]* *[specific]* contract *[insert title and number]*

[option 1: warrant that the results are free of rights or claims from creators or from any third parties for any use the contracting authority may envisage and declare that the results do not contain any pre-existing rights to the results or parts of the results or to pre-existing materials as defined in the above-mentioned contract.]

[option 2: warrant that the results and the pre-existing material incorporated in the results are free of rights or claims from creators or from any third parties for any use the contracting authority may envisage and declare that the results contain the following pre-existing rights:]

Please fill in the table – one line per pre-existing right

Result concerned	Pre-existing material concerned	Rights to pre-existing material	Identification of rights' holder

I, *[insert name of the authorised representative of the contractor]*, declare that this statement is true and accurate.

Date, place and signature:

ANNEX XIII

Group members' shares in total contract value for VAT purposes

[Specific Contract No. *[insert reference of the specific contract]*/Order Form No. *[insert reference of the order form]* implementing FWC No. *[insert reference of the FWC]*]

Contractor (Member of the group)	Description of the supplies/services provided by the member	Total value of the supplies/services provided by the member

The members of the group are jointly and severally liable to the contracting authority under the conditions set out in the relevant provisions of the FWC.

Signature of the Leader of the Group

[Name of Leader]

Done on *[date]*