

ANNEX I

SPECIFIC CONTRACT N° [complete]

implementing Framework Contract n° 20xx/EMSA/NEG/28/2022

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*]

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

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].
- III.2.2** The provision of the services starts from [the date of entry into force of this specific contract] [or insert date].
- III.2.3** The provision of the services must not exceed [complete] [months] [days]. The parties may extend the duration of this specific contract by written agreement before it expires and before expiry of the FWC. 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 price payable 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

III.4.2 Pre-financing

Not applicable.

III.4.3 Interim payment

Please specify as applicable.

III.4.4 Payment of the balance

Please specify as applicable.

ARTICLE III.5 - PERFORMANCE GUARANTEE

Performance guarantee is not applicable.

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ARTICLE III.6 - USE OF THE RESULTS

[Not applicable.]

[Insert details on the intended use of results linked to the specific request for service supplementing Article II.23.2 and 3 of the General Conditions.]

ARTICLE III.7 - RETENTION MONEY GUARANTEE

Retention money guarantee is not applicable.

ANNEXES

[Request for services]

[Statement of contractor concerning rights to delivered results]

[Statement by the creator (or right holder)]

[Contractor's *[quotation]* *[specific tender (No [complete])]* 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:

Date:

In duplicate in English.

ANNEX II – NOT APPLICABLE

ANNEX III – NOT APPLICABLE

ANNEX IV – NOT APPLICABLE

ANNEX V

TENDER SPECIFICATIONS

(reference No. EMSA/NEG/28/2022 of *[insert date]*)

ANNEX VI

CONTRACTOR'S TENDER

ANNEX VII

SERVICE LEVEL AGREEMENT (SEPARATE DOCUMENT)

ANNEX VIII – NOT APPLICABLE

ANNEX IX – NOT APPLICABLE

ANNEX X

DECLARATION OF CONFIDENTIALITY

Procurement procedure: EMSA/XXX/XX/20XX – [insert title of procedure]

The undersigned, [*forename, surname*],

☐ in his/her own name

or

☐ representing:

[*full official name*]

[*official legal form*]

[*statutory registration number*]

[*full official address*]

[*VAT registration number*]

declare(s) that he/she has read and shall comply with the confidentiality rules laid down in Article I.17 and Article II.8 of the FWC as well as Article IV.5.6.3 of the General Terms and Conditions for Information Technology Contracts;

declare(s) that the company or organisation that he/she represent(s) will treat with the strictest confidentiality all tender documentation provided by the contracting authority in the course of procurement procedure EMSA/XXX/XX/20XX which has been identified in writing or orally as confidential.

In particular, the candidate or tenderer shall:

- (a) not use confidential information and documents for any purpose other than preparing the bid in response to the call for tender EMSA/XXX/XX/20XX without prior written agreement of the contracting authority;
- (b) ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;
- (c) not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the contracting authority;
- (d) **[optional:** in case it will not be awarded the contract, subsequently destroy all the confidential tender documentation].

The undersigned is/are aware that tasks carried out in view of the execution of the contract(s) awarded as a result of this procurement procedure are also governed by the principle of secrecy as pointed out above.

The undersigned is/are also aware of the fact that this principle of secrecy will continue to apply after the completion of the above mentioned contract(s).

Place and date:

Signature:

ANNEX XI

STATEMENT OF CONTRACTOR CONCERNING RIGHTS TO DELIVERED RESULTS

[The use of this annex is optional and guarantees the chain of transfers of rights on the contractor's side]

I, *[insert name of the authorised representative of the contractor]* representing *[insert name of the contractor]*, party to the *[framework]* *[specific]* contract *[insert title and number]* ('the contractor') warrant that the contractor holds all rights to the delivered results listed below *[insert titles and description of relevant results]*.

The above-mentioned results were prepared by *[insert names of creators]*. The creators transferred all their relevant rights to the results to *[the contractor]* *[insert name of the rights holder]* through *[an agreement]* *[an employment contract]* *[a relevant extract of]* which is attached to this statement.

The creators *[received all their remuneration on [insert date]]* *[will receive all their remuneration as agreed within [complete] weeks from [delivery of this statement] [receipt of confirmation of acceptance of the work].* *[The statement of the creators confirming payment is attached].*

[Date, place, signature]

ANNEX XII

STATEMENT BY THE CREATOR (OR RIGHT HOLDER)

CONCERNING [INSERT NAME OF THE RELEVANT RESULT] DELIVERED AS PART OF THE
[FRAMEWORK] [SPECIFIC] CONTRACT [INSERT TITLE AND NUMBER]
CONCLUDED BETWEEN EMSA AND [NAME OF THE CONTRACTOR]

[The use of this annex is optional and guarantees that the creator agrees to a transfer of rights]

I the undersigned [*insert name of the creator or authorised representative of the right holder*] [representing [*insert name of the right holder*]] declare 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 of other right holder*]].

I am aware of the above [framework] [specific] contract, especially Articles [I.10 and II.13] concerning intellectual property rights and exploitation of the results and I confirm that I transferred all the relevant rights to [*insert name of contractor or other intermediary right holder*].

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

[As creator, I also confirm that I do not object to the following:

- (a) that my name be mentioned or not mentioned when the results are presented to the public;
- (b) that the results be divulged or not after they have been delivered in their final version to the contracting authority;
- (c) that the results be adapted, provided that this is done in a manner which is not prejudicial to my honour or reputation.]

[Date, place, signature]

ANNEX XIII

IPR IDENTIFICATION FORM

This form must be provided to the contracting authority together with the delivery of the results, duly completed and signed by the authorised representative of the contractor.

1. CONTRACT INFORMATION

Contract number:

.....

Contractor:

.....

2. RESULTS

Do the results incorporate pre-existing rights?

YES ☐

NO ☐

(If yes, please complete part 3.)

Do results/pre-existing rights incorporate trade secrets?

YES ☐

NO ☐

(If yes, please complete part 4.)

3. PRE-EXISTING RIGHTS (if applicable)

Please indicate below separately the different pre-existing rights incorporated in the results.
(In order to add another pre-existing IPR, please add [an] additional page[s].)

Pre-existing IP
(short description)

IPR applicable

(Please identify the IPR: copyright and/or related rights; database right; patent, trademark; design; etc.)

Registered IPR?

YES ☐

NO ☐

(If yes, please provide a proof of registration.)

IPR duration
(according to national law)

IP ownership

CONTRACTOR ☐

THIRD PARTY ☐

PROPRIETARY license

OPEN SOURCE license

☐☐

4. TRADE SECRETS (if applicable)

Please indicate below separately the different trade secrets incorporated in the results/pre-existing material.

(In order to add another trade secret, please add [an] additional page[s].)

Trade secret
(short description)

Ownership

CONTRACTOR ☐

THIRD PARTY ☐

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

Date, place and signature:

ANNEX XIV – NOT APPLICABLE

ANNEX XV – NOT APPLICABLE

ANNEX XVI – NOT APPLICABLE