



DRAFT SERVICE FRAMEWORK CONTRACT
Nº 03 - PRO636CPA-2025

MAIN CONDITIONS

The Secretariat of the Union for the Mediterranean (UfM Secretariat), with VAT number V65362691, with official address at Palau Reial de Pedralbes, Pere Duran Farell 11, Barcelona - 08034, Spain ('the contracting authority'), represented for the purposes of the signature of this contract by the authorised representative indicated in the respective field under "SIGNATURES" below, of the one part, and,

<Full official Name of the Contractor>, with VAT number <VAT number>, with official address at <Full official address> ('the contractor'), represented for the purposes of signing this contract by the authorised representative indicated in the respective field under "SIGNATURES" below, on the other part,

HAVE AGREED as follows:

1. Subject matter

The title of this contract is: "**Communication services**"

The terms and conditions applying to this contract are laid down hereafter and in the special and general conditions and their annexes. They shall be deemed to form and be read and construed as an integral part of this contract in the order described in the special conditions.

2. Contract value

The maximum amount covering all purchases under this contract is EUR **1,000,000.00** (one million euros) (VAT not included).

3. Entry into force and duration

This contract enters into force on the date on which the last party signs it.

The maximum duration of the performance of the contract is 36 months from the date the contract is signed by the last contracting party.

4. Bank account

Payments shall be made in accordance with the special conditions into the following bank account:

Name of bank: <insert bank name>

Exact denomination of account holder: <full name of account holder>

Bank account number: <insert bank account number>.



Signatures

For the contractor

Name: [...]

Title: [...]

Signature:

Date:

For the contracting authority

Name: Mr [...]

Title: Secretary General

Signature:

Date:



SPECIAL CONDITIONS 03 - PRO636CPA-2025

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.

This contract is a fee-based contract. The maximum amount mentioned in the Main Conditions of the contract is based on the maximum fees, incidental expenditure and provision made for expenditure verification.

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 main conditions;
- the special conditions;
- the general conditions (Annex I);
- the terms of reference [including clarification before the deadline for submitting tenders] (Annex II);
- the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Key experts (Annex IV);
- Budget breakdown (Annex V);
- specified forms and other relevant documents (Annex VI);
- Report of factual findings and terms of reference for an agreed upon procedures engagement for a service contract to issue a contractual expenditure verification (Annex VII)
- Timesheet for experts (Annex VII)

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.

Article 2 Communications

2.1 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.

For the purpose of this contract, mail or email communications must be sent to the following addresses:

Contracting authority:

- Invoices shall be sent in electronic format from an official corporate e-mail address of the contractor to: <generalinvoices@ufmsecretariat.org> functional mailbox of Finance Service; with copy to: <e-mail> functional mailbox of Mr/Ms [...], the Project Manager of the contract.



To be admissible, the relevant invoices must indicate the reference number: **PRO636CPA-2025**.

- Reports, shall be sent in electronic format from an official corporate e-mail address of the contractor to: **<functional mailbox of the Project Manager of the contract>**.

Contractor: **Mr/Ms [...] <e-mail>**

Article 4 Subcontracting

The total value of the sub-contracted part of the services must not exceed 40% of the contract value.

Article 8 Code of conduct

By signing this Contract, the Contractor confirms that it has read, understood and accepted the Contract and all its obligations and conditions, including the UfM Code of Conduct and the Antifraud Policy (published on the Contracting Authority' website).

Article 10 Administrative and financial penalties

N/A

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 maximum contract value.

Article 13 Insurance

13.2 a) By derogation from Article 13.2 a) of the general conditions, within one month of the contract commencement, 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.

13.2 b) By derogation from Article 13.2, b), paragraph 1 of the general conditions it is within one month of the contract commencement that "upon request" the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.



Article 19 Implementation of the tasks and delays

19.1 The framework contract will be implemented through Request for Services / Order Forms, to be issued over the period of validity of the Framework Service Contract. The Request for Services / Order Forms shall be placed and executed in accordance with the specifications given in the Terms of Reference (specimen in Annex II).

The UfM Secretariat project manager shall be responsible for issuing and approving the corresponding Request for Services / Order Forms. Under no circumstances may implementation commence before the date on which the framework contract enters into force. The framework contract shall continue to apply to order forms already issued and sent after its expiry.

The parties agree that no service is to be provided unless a purchase order is produced by the contracting authority and issued to the Contractor (the 'Purchase Order'). Nothing herein shall oblige the contracting authority to issue any Purchase Order or order any particular service from the contractor.

Article 24 Records

24.2 The Contractor shall ensure that timesheets are completed in accordance with the requirements of the Contract. Specifically, it is mandatory to use the template provided in B Annex VII Timesheet for experts.

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

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.

Any study/report/document/event/communication material by the Contractor, in whatever form and by whatever medium, including the Internet, shall carry the following or a similar warning: 'This document has been produced with the financial assistance of the European Union'. The contents of this document are the sole responsibility of the UfM Secretariat and can under no circumstances be regarded as reflecting the position of the European Union.

Article 28 Expenditure verification

28.2 The expenditure verification(s) referred to in the general conditions shall be carried out by < name, address, telephone and fax numbers>/<an Expenditure Verifier who meets at least one of the conditions set out in section 4 of the terms of reference for an expenditure verification of a service contract (fee-based).>



Article 29 Payment and interest on late payment

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

Request for payments per the corresponding month shall be made only on the basis of the amount value of a valid Request for services/Order form issued by the UfM Secretariat.

The actual amounts payable for the incidental expenditure will vary. They shall be based on real costs approved as per the Terms of Reference, as per the supporting documents attached, in accordance with the General Conditions.

The payments to the contractor of the amounts shall be made within 45 days after receipt by the contracting authority of an invoice, the reports and the expenditure verification reports, subject to approval of those reports in accordance with Article 27 of the general conditions.

UfM Secretariat shall have 15 working days from receipt to approve or reject the documents and Contractor shall have 10 working days in which to submit additional information or new documents.

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

Not required.

Article 32 Revision of Prices

No revision of prices applies.

Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred for arbitration to the Tribunal Arbitral de Barcelona (TAB) [Barcelona Arbitration Court], of the Associació Catalana per a l'Arbitratge [Catalan Arbitration Association], which is entrusted with the appointment of the arbitrator or arbitrators and the administration of the arbitration in accordance with its Regulations in force at the start of the arbitration.

Article 41 Applicable law

41.1. The law of Spain shall govern all matters not covered by the Contract.

Article 43 Further additional clauses

Taxation

Contractor shall have sole responsibility for compliance with the tax laws which apply to him/her. Failure to comply shall make the relevant invoices invalid. Invoices presented by the Contractor shall indicate his/her place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.