

DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No.: < AID 10990 – AID 11245 - Funzionamento

CIG ZAA2B34B68 >

FINANCED FROM ITALIAN AGENCY FOR DEVELOPMENT COOPERATION – TUNIS OFFICE

AICS Tunis
Italian Agency for Development Cooperation
1, rue de Florence, Mutuelleville - 1002 – Tunis
Tunisie
Tel.: + 216 71 893 321
segreteria.tunisi@aics.gov.it

(‘the contracting authority’),

of the one part,

and

Studio Associato di Consulenza Aziendale Rosa - Baranzini – Brambilla
Via Gorizia, 1, 21015 Lonate Pozzolo VA, Italy

(‘the contractor’)

of the other part,

have agreed as follows:

CIG ZAA2B34B68 CONTRACT TITLE

SERVICE CONTRACT FOR FINANCIAL AND SYSTEMS AUDIT AND ASSISTANCE

Identification number
CIG ZAA2B34B68

(1) Subject

- 1.1 The subject of this contract is < **Service contract for financial and systems audit and assistance**> done in Tunis, with identification number < CIG ZAA2B34B68> (‘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 and Annexe II.B)

(2) Contract value

Global price contracts

This contract, established in Euro, is a global price contract. The contract value is EUR 20.000,00

(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 (Annex II and Annex II.B)
- Budget (Annex III);
- Other relevant forms and documents (Annex IV);

These above listed documents make up the contract. They shall be deemed 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 and/or Italian

(5) Other specific conditions applying to the contract

The following conditions to the contract shall apply:

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 Dr. Flavio Lovisolo, Director of AICS Tunis

(b) the data protection notice is available at

[http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A. \]](http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A.)

Done in English in: one original for the contracting authority, and one original for the contractor.

For the contractor		For the contracting authority	
Name:	PIETRO ALBERTO BRAMBILLA	Name:	Flavio Lovisolo
Title:	PARTNER	Title:	Director of AICS Tunis
Signature:	<i>Pietro Brambilla</i>	Signature:	<i>Flavio Lovisolo</i>
Date:	12.12.2019	Date:	17 DEC 2019



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 person for the Contracting Authority:

Flavio Lovisolo

Tunis, Tunisie

segreteria.tunisi@aics.gov.it

Tel: + 216 71 893 321

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 7 General obligations

7.8 Specify the specific activities to be put in place by the contractor to comply with its minimum obligation towards visibility. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

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 <EUR 20,000.00

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be the date of signature of the contract by both parties

19.2 The period for implementing the tasks is 12 months from the start date.

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

27.5 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 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 report.

Article 29 Payment and interest on late payment

29.1 Payments will be made as follow:

Global price contract		
Month		<EUR>
02/2020	Upon delivery of analysis of existing situation and work plan for the project and the submission of regular invoice	25% of the total amount
03/2020	Upon delivery of final report of the financial year 2019 and the submission of regular invoice	25% of the total amount
07/2020	Upon delivery of a technical and financial progress report including problems encountered and the submission of regular invoice	25% of the total amount
11/2020	Upon delivery of a final report including problems encountered and recommendations and the submission of regular invoice	25% of the total amount
	Total	100%

By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 90 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.

By derogation from article 29 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.

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 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 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 Rome applying the national legislation of the contracting authority.

Article 40 Settlement of disputes and Article 41 Applicable law

Articles 40.3, 40.4 and 41.1 of the general conditions shall be replaced by the following:

In default of amicable settlement, the parties may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of conclusion of this agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either party. The arbitrator's decision shall be binding on all parties and there shall be no appeal.

Article 42 Data protection

1. 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 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/EC¹ and as detailed in the specific privacy statement published at ePRAG.]

Article 43 Further additional clauses

None

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¹ OJ L 205 of 21.11.2018, p. 39