

CONTRACT FOR THE PROVISION OF SERVICES

between

European Investment Bank

and

[Name of Service Provider]

For

**Governance and financing models for the 3 REHs in Iasi, Cluj and Craiova
AA-012642-002**

THIS CONTRACT IS MADE BETWEEN:

the European Investment Bank, having its seat at 98-100, boulevard Konrad Adenauer, L-2950 Luxembourg, represented for the purpose of the signature hereof by [●] and by [●],

(hereinafter called the "**Bank**" or the "**EIB**")

of the first part,

and,

[Name of Service Provider], a company established under [country] law, having its registered seat at [address], represented for the purpose of the signature hereof by [●] and by [●],¹

(hereinafter called the "**Service Provider**")

of the second part,

(the Bank and the Service Provider hereinafter also called a "**Party**" and together the **Parties**")

¹ Where the Service Provider is a grouping (e.g. joint venture, unincorporated association, temporary partnership, etc.) or a branch of a parent company please liaise with JUPROCUR to amend this section. The number of signatories from the Service Provider will depend on their specific rules of representation (to be checked by CFC/PM).

WHEREAS:

- A. On [date] the Bank published a call for tenders for [Contract Title, including Lot if applicable] on the Official Journal of the European Union (the “**Call for Tenders**”).
- B. The Call for Tenders included the terms of reference (the “**Terms of Reference**”, Appendix A) describing the specific nature of the services to be provided, as well as the terms and conditions for their performance.
- C. In response to the Call for Tenders, the Service Provider submitted to the Bank a tender dated [date] (the “**Tender**”, Appendix B).
- D. The Bank has accepted the Tender and has notified the Service Provider of its decision to engage the latter to provide services in accordance with the terms and specifications of Appendix A.
- E. The mutual rights and obligations of the Parties shall be as set forth in this contract (the “**Contract**”).

NOW THEREFORE the Parties hereby agree as follows:

Article 1 – Subject Matter, interpretation

- 1.1 The Service Provider undertakes to perform the services (the “**Services**” or the “**Assignment**”) described in Appendix A.
- 1.2 References in this Contract to any Article or Appendix without further designation shall be construed as a reference to the Article or Appendix of this Contract so numbered.

Article 2 – Performance of the Contract

- 2.1 The Service Provider shall perform the Services in accordance with the specifications set out in Appendices A and B.
- 2.2 The Service Provider shall at all times carry out the Services with all reasonable care and skill and shall conform in all respects with the terms and conditions of the Contract.
- 2.3 The Service Provider undertakes to comply with the Bank’s general terms and conditions for contracts for the provision of services (the “**Bank General Terms and Conditions**”, Appendix C).
- 2.4 The Service Provider shall ensure that all persons appointed to the performance of the Services have all equipment, materials and other things whatsoever required for the provision of the Services. Any equipment or materials made available by the Bank during the Contract shall be without prejudice to the Service Provider’s obligations under this Article and do not imply any obligation whatsoever on the part of the Bank. The Service Provider shall in particular not be entitled to invoke any vested or acquired rights from past provision of equipment or materials by the Bank.

Article 3 – Duration

- 3.1 The Contract shall enter into force as soon as it has been signed by both Parties (the “**Effective Date**”).
- 3.2 The Services shall be provided from [the Effective Date] The period of implementation of the Contract will be 16 months from the [Effective Date] (the “**Period of Implementation**”).
- 3.3 All tasks to be performed by the Service Provider shall be completed within the Period of Implementation of the Assignment. The Services shall be provided from the Effective Date until the earliest of the written approval by the Bank of the Final Report as the latter is described in Appendix A, which shall not be unreasonably withheld by the Bank or the expiry of 20 months from the Effective Date (the “**End Date**”), save where the Contract is terminated in accordance with Appendix C.

The performance of the Services shall not commence before the **Effective Date**.

- 3.3 At the request of the Bank, the term of the Contract shall be renewed by [2 (two)] additional periods of [1 (one)] year each. The Bank shall notify the Service Provider of its intention to renew the term by giving at least 1 (one) month written notice prior to the date on which the Contract would otherwise expire. Renewal shall not imply any modification or deferment of existing obligations [nor any increase of the [prices/rates] referred to in Article 4].

Article 4 – Price

- 4.1 In consideration for performing the Services, under Task 1, 2, 3, 4, 5 and 6, Service Provider shall be remunerated on the basis of the lump sums (inclusive of expenses and exclusive of VAT) per deliverable set out on Annex B
- 4.2 The [price/rates] of Article 4.1 shall be fixed and non-revisable for the term of the Contract, including any renewals pursuant to Article 3.3.
- 4.3 The maximum total expenditure by the Bank under the Contract shall be EUR [I], excluding VAT [but including [expenses] [and] [all renewals pursuant to Article 3.3]].

Article 5 – Terms of Payment

- 5.1 The Service Provider shall issue invoices in accordance with the payment schedule described in the section 9.4 in Annex A.
- 5.2 By derogation from the requirements set forth with Article 8 of Appendix C, all invoices shall be submitted by e-mail to the following address: invoice@eib.org with copy to cpcm-eu-disbursements@eib.org.
- 5.1 Payments shall be made to the bank account held in the name of the Service Provider as notified to the Bank in writing [no less than 10 (ten) days before the date of commencement of the Assignment / on each invoice].
- 5.2 Pursuant to Articles 3, 4 and 21 of Protocol (No 7) on the Privileges and Immunities of the European Union annexed to the Treaty on the Functioning of the European Union, compensation under this Contract is exempt from VAT.
- 5.4 Any payments under this Contract shall be exempt from VAT to the extent permitted by the law of, or under any agreement between the Bank and the national authorities in, the country of establishment of the Service Provider.

Article 6 – Place of Performance

- 6.1 The Services shall be performed at any of the locations as are specified in Appendix A or at any such other location(s) as the Bank may reasonably indicate to the Service Provider.
- 6.2 The Service Provider may, upon written authorisation from the Bank, and for clearly designated periods of time to be agreed in advance with the Bank, perform the Services from its own business location.

Article 7 – Data Protection

- 7.1 For the purposes of paragraph A of Annex II to the Bank General Terms and Conditions:
- (a) the data controller is [●], European Investment Bank;
 - (b) the data protection notice is available at <https://www.eib.org/en/privacy/procurement.htm>
- 7.2 Paragraph B of Annex II to the Bank General Terms and Conditions does not apply to this Contract.

Article 8 – Law and Jurisdiction

- 8.1 The Contract shall be governed and construed in accordance with the laws of Luxembourg.
- 8.2 The Parties hereby submit to the exclusive jurisdiction of the District Court of and in Luxembourg city (*Tribunal d'arrondissement de et à Luxembourg*) to settle any dispute arising out of or in connection with this Contract.
- 8.3 [This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument].

Article 9 – Notices - Contact Persons

- 9.1 Notices and other communications given hereunder addressed to either Party shall be in writing and shall be served by hand delivery, registered letter, e-mail or other means of transmission which affords evidence of receipt by the addressee to its address set out below, or to such other address as it previously notifies to the other in writing:
- for the Bank: Attention: [name of recipient]
98-100 boulevard Konrad Adenauer
L-2950 Luxembourg
E-mail: [●]
- for the Service Provider: Attention: [name of recipient]
[address]
E-mail: [●]
- 9.2 The date of registration or, as the case may be, the stated date of receipt of transmission shall be conclusive for the determination of a period.
- 9.3 The Service Provider shall have as [a] contact person[s] in the Bank [name] to whom they shall report in respect of the execution of the Services and [name] for notifications, or any other person that the Bank has expressly notified to the Service Provider.

Article 10 – Appendices

- 10.1 The following documents attached hereto shall be deemed to form an integral part of the Contract:
- (a) Appendix A: Terms of Reference, including any clarifications issued by the Bank before the deadline for submitting tenders [and minutes of the information meeting/site visit];
 - (b) Appendix B: Tender, including any clarifications submitted by the Service Provider during tender evaluation at the request of the Bank; [and]
 - (c) Appendix C: Bank General Terms and Conditions; [and]
 - (d) [Appendix D: Standard Contractual Clauses (EU Controller to Non-EU Processor).]
 - (e) Appendix [D] OR [E]: Specific provisions applicable to service contracts financed under [InvestEU or choose the appropriate Mandate]
- 10.2 In case of any inconsistency between the terms of the Contract, the following order of priority shall apply:
- 1) Terms set out in Articles 1 to 10;
 - 2) Appendix [D] OR [E]
 - 3) Appendix C;
 - 4) [Appendix D];
 - 5) Appendix A; and
 - 6) Appendix B.

IN WITNESS WHEREOF, [the Parties have caused 2 (two) original copies of this Contract to be signed in their respective names.] OR [the Parties have caused this Contract to be executed by having their

authorised representatives apply their respective qualified digital signature in compliance with EU Regulation No 910/2014 (eIDAS Regulation) on their behalf.]

Luxembourg, [date]

Signed for and on behalf of the
EUROPEAN INVESTMENT BANK

[city], [date]

Signed for and on behalf of
[NAME OF THE SERVICE PROVIDER]

[name, position, department]

[name, position]

[name, position, department]