

**SERVICE CONTRACT** No AA-012824-001 / **CC number****FINANCED FROM THE FEMIP TRUST FUND**

## MADE BETWEEN:

The European Investment Bank, having its head office at 98-100, Boulevard Konrad Adenauer, L-2950 Luxembourg, Grand Duchy of Luxembourg, (the “**Contracting Authority**”),

and

[**Option 1**] <full official name of the Consultant> <ISO country code>, <Legal status/title><sup>1</sup>, <Official registration number><sup>2</sup>, <Full official address>, <VAT number><sup>3</sup> (the “**Consultant**”) OR

[**Option 2**] the consortium composed of <full official name and ISO country code of each of the members of the consortium>, led and represented by <full official name of the Leader> <ISO country code>, <Legal status/title><sup>4</sup>, <Official registration number><sup>5</sup>, <Full official address>, <VAT number><sup>6</sup> (the “**Consultant**”)

The Contracting Authority and the Consultant being together the “**Parties**” and each one individually a “**Party**”

## WHEREAS:

On <date of signature> the Contracting Authority [**Option 1**] concluded / [**Option 2**] The Contracting Authority will conclude, a Cooperation Agreement with the Arab Republic of Egypt, represented by the Ministry of Planning, Economic Development and International Cooperation (MoPEDIC) and the VACSERA – HOLDING COMPANY FOR BIOLOGICAL PRODUCTS AND VACCINES (the “**Promoter**” or the “**Beneficiary**”), in relation to this technical assistance operation (the “**Cooperation Agreement**”).

In connection with the Cooperation Agreement, the Contracting Authority and the Consultant have agreed to enter into this Service Contract (the “**Contract**”) on the terms and conditions set out below.

**SPECIAL CONDITIONS****(1) Subject**

The subject of this Contract, with identification number “**AA-012824-001**” and title “**VACSERA - Preparatory studies for vaccines production capacity increase (Egypt)**” is the performance of the services, as further described in Annex II (“the **Services**”) to be implemented in the Republic of Egypt.

**(2) Structure of the Contract**

The Consultant will carry out the Services on the terms and conditions set out in this Contract, which comprises, in order of precedence, these special conditions (the “**Special Conditions**”) and the following annexes:

- 
- 1 Where the contracting party is an individual.
  - 2 Where applicable. For individuals, mention their ID card or passport or equivalent document - number
  - 3 Except where the contracting party is not VAT registered.
  - 4 Where the contracting party is an individual.
  - 5 Where applicable. For individuals, mention their ID card or passport or equivalent document - number
  - 6 Except where the contracting party is not VAT registered.

- Annex I: General Conditions for service contracts financed by the European Union (the “**General Conditions**”)
- Annex II: Terms of reference [*if the case, please add any or all of the following:*] including clarifications before the deadline for submission of tenders and/or minutes from the information meeting and/or the site visit (the “**Terms of Reference**”)
- Annex III: Organisation and methodology [*if the case, please add the following:*] including clarifications from the tenderer provided during tender evaluation
- Annex IV: Key experts
- Annex V: Budget
- Annex VI: Forms and other relevant documents
- Annex VII: Processing of personal data
- Annex VIII Standard Contractual Clauses (EU/EEA Controller to Third-Country Processor)]<sup>7</sup>

In case of any contradiction between the above documents, their provisions shall be applied according to the above order of precedence, starting with the Special Conditions.

### (3) Contract value

This Contract, established in Euro, is a **global price contract**. The Contract value is EUR **<amount>** (**amount in letters**) (the “**Maximum Contract Value**”).

### (4) Commencement Date

The date for commencing the implementation of the Services shall be the date of signature of the contract by both parties (the “**Commencement Date**”).

### (5) Period of implementation

Unless the Contract is terminated earlier, the period of implementation of the Services shall be **12 months** from the Commencement Date.

### (6) Reporting

The Consultant shall submit progress reports as specified in the Terms of Reference.

### (7) Payments and bank account

- 7.1 Payments will be made in Euro in accordance with Article 29 of the General Conditions into the bank account notified by the Consultant to the Contracting Authority in accordance with Articles 7.8 and 20.7 of the General Conditions. The invoices shall be submitted by e-mail to the TA responsible (the name to be communicated in the kick off meeting) and to the e-mail address: [glo-cpcm-disbursements@eib.org](mailto:glo-cpcm-disbursements@eib.org).
- 7.2 The payments will be made according to the following schedule, subject to the provisions of Articles 26 to 33 of the General Conditions:

Month		<EUR/**>
1	Pre-financing payment <sup>8</sup>	<amount> <sup>9</sup>

<sup>7</sup> Please add only in case of processing of personal data outside EU (service provider (or any member of the consortium) located outside EU).

<sup>8</sup> The consultant is not required to ask for pre-financing.

<sup>12</sup> 30 % of the Maximum Contract Value.

<b>12</b>	<b>Balance</b>	<i>&lt;amount&gt;</i> <sup>10</sup>
	<b>Total</b>	<b>&lt;Maximum Contract Value / Total contract value&gt;</b>

- 7.3. Whenever the Contract has multiple financing sources, the Services provided shall be invoiced in accordance with the underlying financing source(s) (separately).

**(8) Contact addresses**

Any written communication relating to this Contract between the Contracting Authority and the Consultant must state the Contract title and identification number, and must be sent to the addresses identified in accordance with Articles 5.3 and 7.8 of the General Conditions.

**(9) Law and language of the Contract**

- 9.1 This Contract and any dispute or claim arising out or in connection with it shall be governed by the laws of the Grand Duchy of Luxembourg.
- 9.2 The Courts of the city of Luxembourg shall have exclusive jurisdiction to settle any dispute or claims arising out of the Contract.
- 9.3 The language of the Contract and of all written communications between the Consultant, the Contracting Authority and the Promoter shall be English.

**(10) Tax and customs arrangements**

No duties, levies or taxes, including VAT, which may be payable in the beneficiary country/countries will be charged to the Contracting Authority.

**(11) Other specific conditions applying to the Contract**

- 11.1 Any subcontracting must be done in accordance with Article 4 of the General Conditions.
- 11.2 The Consultant must take the necessary measures to ensure the visibility of the funding source of the Contract. Such measures must be in accordance with the applicable rules on visibility, as specified in Annex II – Terms of Reference.
- 11.3 The following provisions shall amend or supplement the General Conditions:
- 11.3.1 In relation to Articles 13.2, 13.3 and 13.4 of the General Conditions, the Consultant shall ensure that all the insurance policies effected under these provisions shall contain a waiver of subrogation rights, in favour of the Contracting Authority.
- 11.3.2 In relation to Article 19.1 of the General Conditions, the “implementation period” shall be read as referring to any specific period of time mentioned in the Contract within which certain tasks / activities have to be performed and/or certain outputs have to be produced.
- 11.3.3 Within the framework of Article 24.2 of the General Conditions, the person authorised by the Contracting Authority to approve the Consultant’s timesheets on a monthly basis is the Promoter. For the services delivered off-site, the timesheets must be counter-signed by the Consultant’s designated Project Director / TA Coordinator.
- 11.4.7 In relation to Article 36 of the General Conditions, the following paragraph shall be added: “36.11. the Contracting Authority may terminate this Contract without incurring any liability, by serving written notice to the Consultant, where the cost of the Services is expected to be covered, wholly or partially, by a third party, including the European Union, and such financing is cancelled or withdrawn by the third party or if for any reason

<sup>10</sup> 70% of the Maximum Contract Value

whatsoever the FTF mandate or Cooperation Agreement is terminated or cease to be valid and in full force and effect.

11.4 For the purposes of paragraph A of Annex VII:

- (a) the data controller is Andrew McDowell, Director General, Global Directorate, European Investment Bank;
- (b) the data protection notice is available at <https://www.eib.org/en/privacy/procurement.htm>

11.5 For the purposes of paragraph B of Annex VII:

(a) the subject matter and purpose of the processing of personal data by the Consultant are **AA-012824-001 - VACSERA - Preparatory studies for vaccines production capacity increase (Egypt)**, as described in Annex II (Terms of reference) of the present contract;

(b) The localisation of and access to the personal data processed by the Consultant shall comply with the following:<sup>11</sup>

- i. the personal data shall only be processed within the territory of the European Union and the European Economic Area [and of the United Kingdom<sup>12</sup>] and will not leave that territory;
- ii. the data shall only be held in data centres located within the territory of the European Union and the European Economic Area [and of the United Kingdom<sup>13</sup>];
- iii. [no access shall be given to such data outside of [the European Union and the European Economic Area]] OR [access to data may be given on a need to know basis only to authorised persons established in a country which has been recognised by the European Commission as providing adequate protection to personal data<sup>14</sup>];
- iv. The Consultant may not change the location of data processing without the prior written authorisation of the Bank;
- v. If authorised by the Contracting Authority<sup>15</sup>, any transfer of personal data under the Contract to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of Regulation (EU) 2018/1725 as well as further instructions provided or agreed by the Controller in the Contract.

(c) Upon a period of five (5) years following the expiry or termination of the Contract, the Consultant shall [effectively delete all personal data processed on behalf of the controller, and any copies thereof.] OR [return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof]<sup>16</sup> unless Union or EU national law requires a longer storage of personal data;

<sup>11</sup> This article must be adapted with care on the basis of a risk assessment related to the processing of personal data for the relevant contract.

<sup>12</sup> Applicable only if the Service Provider is based in the UK and the duration of the Contract does not go beyond 27-Jun-2025 (i.e. the period of validity of the European Commission's adequacy decision in favour of the UK). For any transfer outside of the EU/EEA or UK, please contact JU/CORP/PA.

<sup>13</sup> Applicable only if data are stored in the UK and the duration of the Contract does not go beyond 27-Jun-2025 (i.e. the period of validity of the European Commission's adequacy decision in favour of the UK). For any transfer outside of the EU/EEA or UK, please contact JU/CORP/PA.

<sup>14</sup> A list of countries covered by an adequacy decision can be accessed [here](#).

<sup>15</sup> The Terms of Reference should state if international transfers of data are authorised. In case international transfers of data are authorised, the Consultant should be requested to state the respective locations where personal data are transferred as well as the safeguards implemented- safeguards are mainly depicted in the technical and organisational measures of Annex VIII/IX. We remind that implementation of a service contract by an EU registered entity in a third country will not qualify as international transfer whereas implementation of service contract in a third country by a third country registered entity will qualify as international transfer. If international transfers are authorised case (i) and case (iii) first option of Article 11.6 (b) of are, de facto, non-applicable and should be deleted.

<sup>16</sup> Please select one of the two options.

(d) Written instructions from the Bank include organisational and technical measures stated in Appendix of Annex VIII: [17]

(e) In case the Consultant<sup>18</sup> is established in a third country (as defined in Chapter V of Regulation (EU) 2018/1725) or in a country that becomes a third country during the term of the Contract, and as long as such third country is not covered by an adequacy decision referred to in Article 47 of Regulation (EU) 2018/1725<sup>19</sup>, the Consultant agrees to be bound by the provisions of Annex VIII. References to Regulation (EU) 2016/679 included in Annex VIII shall be understood as references to the equivalent provisions of Regulation (EU) 2018/1725<sup>20</sup>. In such a case, the Consultant shall not abide by the provisions of article 11.6 (b) and 11.6.b (iii) first option and Annex VII. Alternatively, the Consultant is obliged to provide EIB with evidence of its adherence to the binding corporate rules, codes of conduct or certification mechanisms referred to in Article 48 (2) point (d) of Regulation (EU) 2018/1725. Without prejudice to article 3 of Regulation (EU) 2016/679, contractual references to obligations at law assumed by the Consultant in application of Union data protection law will be considered as non-applicable to it.

11.4.8 The Contracting Authority shall not be liable towards the Consultant for any act or omission of the Promoter [beneficiary institution(s)] [final beneficiaries] of the Services or their agents or employees [or for the failure of the Promoter to comply with its obligations set out in the Cooperation Agreement]. Any such act, omission or failure shall not be interpreted as giving the right to the Consultant to terminate the Contract under the provisions of Article 37 of the General Conditions.

11.4.9 The Consultant will be an independent Contractor and nothing in the Contract will render him a worker, an employee or a partner of the Contracting Authority.

**[Signature process]**

**[option 1: QES]** IN WITNESS WHEREOF, 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.

**[option 2 wet ink signature:]** Signed in English in three (3) originals, (each page of which has been initialled by a representative of each Party), two (2) originals being for the Contracting Authority and one (1) original being for the Consultant.

Luxembourg, [date]

[city], [date]

**Signed for and on behalf of the  
EUROPEAN INVESTMENT BANK**

**Signed for and on behalf of [the  
consortium led and represented by]**

**THE CONSULTANT**

\_\_\_\_\_  
[name, position, department]

\_\_\_\_\_  
[name, position]

<sup>17</sup> Instructions should include in particular the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights. Example of a survey: "The Service Provider will process the name, last name, email and address only for the purpose of carrying out the survey as described in Article 7.2 (a). The Service Provider will not request special categories of data. The Service Provider will only make available personal data within its Studies and Surveys department on a need-to-know basis. The Service Provider will make the data protection notice under Article 7.1 (b) available to data subjects at the time the personal data is collected.

<sup>18</sup> It can be consortium member if operators forming a consortium are established both within and outside EEA. To adapt as the case may be.

<sup>19</sup> A list of countries covered by an adequacy decision can be accessed [here](#).

<sup>20</sup> In case a Consultant abides by Annex VIII [Standard Contractual Clauses], Annex VII [Processing of personal data] is not applicable. Same goes for article 11.6 (b) and 11.6.b (iii) first option.

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[name, position, department]