

DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N. 942887-IPR-2022

European Union, represented by the European Commission,
B-1049 Brussels, Belgium, by Ms Emanuela Zampieri, Head of Unit,
(‘the contracting authority’),

of the one part,

and

ACMAD

85, Avenue des Ministères, PL6 BP 13184
1er Arrondissement, Niamey Plateau, Niger

(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT Intra-ACP Climate Service

CONTRACT TITLE Web-mapping for disaster risk in Africa

Identification number JRC/IPR/2021/EA-NP/2310

(1) Subject

- 1.1 The subject of this contract is transfer of web-mapping technology for disaster risk & automation of data processing and reporting in Africa done in Niger with identification number JRC/IPR/2021/EA-NP/2310 (‘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)

(2) Contract value

This contract, established in Euro is a global price contract. The contract value is EUR 35.000.

(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 terms of reference, including clarification before the deadline for submitting tenders (Annex II)
- the organisation and methodology (Annex III);
- Budget (Annex V);
- Other relevant forms and documents (Annex VI);

These above listed documents make up the contract. They 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.

(4) Language of the contract

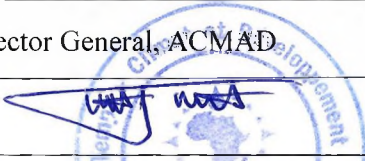
The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

(5) Other specific conditions applying to the contract

For the purpose of Article 42 of the General Conditions,

- (a) the data controller is the Director of Directorate E, Joint Research Centre, European Commission
- (b) the data controller is the Head of unit of JRC.D.5 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 two originals, one original for the European Commission and one original for the contractor.

For the contractor		For the contracting authority	
Name:	Dr André Kamga Foamouhoue	Name:	Emanuela Zampieri
Title:	Director General, ACMAD	Title:	Head of Unit, JRC.E.1
Signature:		Signature:	
Date:	25 March 2022	Date:	

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 For technical questions:

To the attention of Mr TORETI Andrea
European Commission – Joint Research Centre
Space, security and migration Directorate– E.1 Unit
Via E. Fermi 2749
21027 Ispra (VA), Italy

For administrative and financial matters:

To the attention of (JRC-ISPRA-DIR-E-contract-mgt@ec.europa.eu)
European Commission – Joint Research Centre
Resources Directorate – Finance and Procurement Unit TP 581
Via E. Fermi 2749
21027 Ispra (VA), Italy

For the Contractor:

Dr Romeo Sosthene Nkurunziza
ACMAD
sosnku2002@yahoo.com

- 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 4 Subcontracting

4.9

In the selection of subcontractors and/or other independent contractors, preference shall be given to natural persons, companies and firms of ACP States capable of implementing the tasks required on similar terms.

Article 7 General obligations

- 7.8 The contractor shall ensure the visibility of the European Commission funding. Visibility activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

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 30 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.

Article 28 Expenditure verification

28.2 Not applicable

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following the option:

Month		EUR
6	Interim payment <i>Upon approval of intermediate report</i>	40% of the contract value
12	Balance	60% of the contract value
	Total	35 000

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 30 Financial guarantee

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

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 to the exclusive jurisdiction of the courts of Brussels, Belgium.

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