

**SERVICE CONTRACT No ECMWF/COPERNICUS/2019/C3S\_428k\_VITO**  
implementing Framework Agreement No ECMWF/COPERNICUS/2019/C3S\_428k\_VITO/SC1  
for the provision of Agro-Climate Services for African Countries-Pilot in Malawi,  
Mozambique, Zambia

**This Service Contract is made on \_\_\_\_/\_\_\_\_/2019**

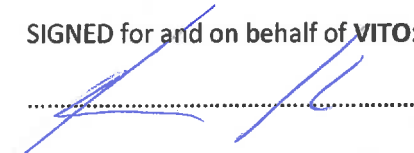
- (1) **VITO NV** with registered office at Boeretang 200, 2400 Mol, Belgium (registered under the number 0244.195.916) and hereby duly represented by Dirk Fransaer, Managing Director or his authorized representative ("**VITO**"); and
- (2) [African Centre for Metereological Applications for Development], hereafter referred to as ACMAD, the ("**Sub-Contractor**")

In the terms of this Service Contract, VITO and the Sub-Contractor may each be referred to as a "**Party**" or, collectively as "**Parties**".

By the application of an authorised signature, the Parties each show their intention and willingness to be bound by the terms of this Service Contract, with effect from the date shown at Clause 2.1 below.

This Service Contract has been signed on behalf of each of the Parties by a duly authorised signatory on the date stated at the beginning of this document.

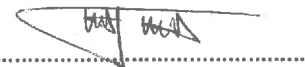
SIGNED for and on behalf of **VITO**:

  
.....  
Signature

Dirk Fransaer

Managing Director

SIGNED for and on behalf of **ACMAD**

  
.....  
Signature

Andre Kamga Foamouhoue

Director General

1. Subject Matter
  - 1.1 This Service Contract implements Framework Agreement No ECMWF/COPERNICUS/2019/C3S\_428k\_VITO/SC1 (the "Agreement").
  - 1.2 Unless otherwise defined in this Service Contract, terms used in this Service Contract shall have the meaning given to them in the Framework Subcontract.
  - 1.3 The subject matter of this Service Contract is C3S\_428\_VITO for the provision of Agro-climate services for African countries-Pilot in Malawi, Mozambique, Zambia.
  - 1.4 The Sub-Contractor undertakes, in accordance with the terms set out in the Framework Subcontract and in this Service Contract and the annexes thereto, which form an integral part thereof, to perform the Services set out in Annex 1 **Error! Reference source not found.** (ECMWF's Specification for the Framework Agreement) In accordance with Annex 3A (ECMWF's Request for Service) and Annex 3B (Contractor's Tender for Service Contract).
  - 1.5 The terms of the Framework Subcontract are incorporated into and form part of this Service Contract, as varied and amended by the other provisions of this Service Contract.
2. Effect and Duration
  - 2.1 The Parties agree that this Service Contract shall take effect on and from 01/01/2020.
  - 2.2 The duration of the performance of the Services shall not exceed **18 months**. Performance of the Services shall start from the date of entry into force of this Service Contract.
  - 2.3 The period of performance of the Services may be extended only with the express written agreement of the Parties before such period elapses.
3. Price
  - 3.1 The maximum total price to be paid under this Service Contract shall be 57.163,53EUR [**fifty-seven thousand one hundred sixty-three Euro and fifty-three cent**], which is broken down in detail in Annex 3C (Financial Annex) and which shall cover all Services performed under this Service Contract.

### **Annexes 3A, 3B and 3C**

Annex 3A – ECMWF's Request for Service

Annex 3B – Contractors Response to Request for Service (taken from Service Contract between VITO and ECMWF), including list of deliverables and milestones, WP description and KPIs.

Annex 3C – Financial Annex

## ANNEX 3A - Request for Service

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ECMWF/COPERNICUS/2019/C3S\_428k

[Copernicus.notices@ecmwf.int](mailto:Copernicus.notices@ecmwf.int)

VITO  
Boerentang 200  
2400 Mol  
Belgium

Attention: Filip Lefebvre

Dear Dr Filip Lefebvre,

### **COPERNICUS SERVICES – C3S\_428k\_VITO**

I refer to the Framework Agreement between ECMWF and VITO with reference above.

This is a formal request for VITO to provide services, under the terms of the Framework Agreement, in accordance with the Annex 1 specification and for the period of 1 January 2020 to 30 June 2021.

Yours sincerely



Jean-Noël Thépaut  
Director of Copernicus Services



ECMWF  
Copernicus



opernicus  
Europe's eyes on Earth

## COPERNICUS Climate Change Service

ECMWF/COPERNICUS/2019/C3S\_428k\_VITO  
Service contract 1

ANNEX 3B to the Framework Agreement

ISSUED BY: VITO
Date: 19/12/2019
Version: 1



Funded by the European Union

Implemented by



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**Annex 3B is replaced by Annex 2, given the fact that this is a Multi-Annual Service Contract.**



## Summary of Work packages and Deliverables/Milestones

Table 1: Summary of Work packages and Deliverables/Milestones

<i>Work package</i>	<i>Deliverable Reference</i>	<i>Effort in person-months</i>
<b>428k_00 (Management and Implementation)</b>		
Quarterly Report Q1 2020	D428k.0.2.5-2020Q1	0,10
Quarterly Report Q2 2020	D428k.0.2.5-2020Q2	0,10
Quarterly Report Q3 2020	D428k.0.2.5-2020Q3	0,10
Quarterly Report Q4 2020	D428k.0.2.5-2020Q4	0,10
Quarterly Report Q1 2021	D428k.0.2.5-2021Q1	0,10
Quarterly Report Q2 2021	D428k.0.2.5-2021Q2	0,10
Annual implementation report 2020	D428k.0.2.6-2020	0,15
Final report	D428k.0.2.7	0,10
Draft Implementation plan 2021	D428k.0.2.2-2021	0,05
Finalised Implementation plan 2021	D428k.0.2.3-2021	0,05
Preliminary financial information 2020	D428k.0.2.1-2020	0,05
Copy of prime contractor's general financial statements and audit report 2020	D428k.0.2.4-2020	0,01
Letter from auditor specific to C3S contract 2020/2021	D428k.0.1.1-2021	0,05
Risk Analysis and Contingency Plan	D428k.0.2.8	0,14
Kick-off meeting - Minutes of meeting	M428k.0.2.1	
KPIs Updated (Table 6)	M428k.0.1.1	
Progress Review Meetings phase 1	M428k.0.2.2	
Progress Review Meetings phase 2	M428k.0.2.3	
Final Review meeting - minutes of meeting	M428k.0.2.4	
<b>Total 428k_00 Effort</b>		<b>1.2</b>
<b>428k_10 (Design and Development)</b>		
Architectural Design Report	D428k.1.1.1	1,00
Pilot version of the agro-climate service for African countries.	D428k.1.2.1	2,40
Preliminary business plan	D428k.1.2.2	0,45
Development of pilot service finalized	M428k.1.2.1	
Technical Readiness Level / preliminary business plan assessment meeting with ECMWF	M428k.1.2.2	
<b>Total 428k_10 Effort</b>		<b>3.85</b>
<b>428k_20 (Market Trial)</b>		
Quarterly report about the use and user uptake of the Application, as well as the business case outcomes.	D428k.2.1.1-2020Q3	0,55

Quarterly report about the use and user uptake of the Application, as well as the business case outcomes.	D428k.2.1.1-2020Q4	0,55
Quarterly report about the use and user uptake of the Application, as well as the business case outcomes.	D428k.2.1.1-2021Q1	0,55
Quarterly report about the use and user uptake of the Application, as well as the business case outcomes.	D428k.2.1.1-2021Q2	0,55
2-page document about the Application, its users and how C3S input is used for publication (print and web).	D428k.2.1.1	0,25
Participation to and presentation of the Use Case at one C3S events as required by ECMWF / EVENT 1	D428k.2.1.2	0,25
Participation to and presentation of the Use Case at one C3S events as required by ECMWF / EVENT 2	D428k.2.1.3	0,25
Access to International Climate Funds by Least Developed Countries for the implementation of climate services	D428k.2.2.1	2,00
Report on training provided to African stakeholders	D428k.2.3.1	1,00
Training finalized	M428k.2.3.1	
Final Business Plan assessing status at end of contract and providing an outlook on continued operation of the Application	D 428k.2.2.2	1
<b>Total 428k_20 Effort</b>		<b>6.95</b>
<b>TOTAL</b>		<b>12</b>

It should be noted that the training workshop in Africa, which involves 10 external participants during 7 days, represents an additional personnel deployment of 70 days. These are not counted as person-months in the Table above, as these trainees are not on the payroll of either VITO or ACMAD.

### Work package description

<b>Work package #</b>	428k_00	<b>Start/End date</b>	01/01/2020 – 30/06/2021
<b>Work package title</b>	Management and Implementation		
<b>Participants (person months)</b>	VITO (1.2)		
<b>Other main direct cost elements</b>	travel of 2 ACMAD staff to kick-off in Europe (2400 eur, ACMAD); participation to Copernicus GA (in 2020), for 2 VITO staff and 1 FAO representative (2400 Eur, VITO); audit costs (3650 Eur, VITO)		

#### Main objectives

This work package will focus on contract management, including internal controls and coordination with the subcontractor (ACMAD), risk management and tracking of key performance indicators to ensure that the deliverables are produced according to the work plan, and to report and discuss the project implementation progress with ECMWF.

#### Description of activities

Task 428k\_01 Coordination and contract management (VITO)

- Lead the service development / delivery and interface with ECMWF
  - Manage all activities of the project such that tasks are executed in a coherent and timely manner
  - Identify and follow up all problems or under-performance
  - Ensure timely closure of all actions agreed with ECMWF
  - Ensure timeliness and quality of deliverables and take recovery actions if required
  - Define the service KPIs, and refine those together with ECMWF when required
  - Deliver the Letter from the Auditors
- Task 428k\_02 Meetings and reporting (VITO)**
- Organize, chair and minute monthly teleconferences, kick-off meetings and the 2 planned review meetings with ECMWF. Participation to C3S GA 2020. Two ACMAD staff will travel to Europe to participate in the kick-off meeting.
  - Perform internal reviews to ensure the quality and the conformity of the documentation/reports
  - Report to ECMWF every month on progress, schedule to complete, status of all actions, issues affecting the project and proposed solutions
  - Quarterly reporting to ECMWF
  - Annual implementation reporting, as well as financial information, draft and final implementation plans
  - Deliver the Final Report.
  - Deliver risk analysis and contingency Plan at the end of Phase 1

Deliverables				
#	Responsible	Nature	Title	Due
D428k.0.2.1-2020	VITO	Other	Preliminary financial information 2020	15/01/2021
D428k.0.2.2-2021	VITO	Report	Draft implementation plan 2021	28/02/2020
D428k.0.2.3-2021	VITO	Report	Finalized implementation plan 2021	31/10/2020
D428k.0.2.4-2020	VITO	Other	Copy of VITO's general financial statements and audit report 2020	30/06/2021
D428k.0.1.1-2021	VITO	Other	Letter from auditor specific to C3S contract 2020/2021	30/06/2021
D428k.0.2.5-2020Q1	VITO	Report	Quarterly Report Q1 2020	15/04/2020
D428k.0.2.5-2020Q2	VITO	Report	Quarterly Report Q2 2020	15/07/2020
D428k.0.2.5-2020Q3	VITO	Report	Quarterly Report Q3 2020	15/10/2020
D428k.0.2.5-2020Q4	VITO	Report	Quarterly Report Q4 2020	15/01/2021



D428k.0.2.5-2021Q1	VITO	Report	Quarterly Report Q1 2021	15/04/2021
D428k.0.2.5-2021Q2	VITO	Report	Quarterly Report Q2 2021	15/07/2021
D428k.0.2.6-2020	VITO	Report	Annual Implementation Report 2020	28/02/2021
D428k.0.2.7	VITO	Report	Final Report	30/06/2021
D428k.0.2.8	VITO	Report	Risk Analysis and Contingency Plan	30/06/2020

Milestones				
#	Responsible	Title	Means of verification	Due
M428k.0.2.1	VITO	Kick-off meeting	minutes of meeting	31/01/2020
M428k.0.1.1	VITO	KPIs update	KPIs Updated (Table 6)	31/03/2020
M428k.0.2.2	VITO	Review meeting 1 / Payment milestone	Progress Review Meetings phase 1	30/06/2020
M428k.0.2.3	VITO	Review meeting 2 / Payment milestone	Progress Review Meetings phase 2	30/06/2021
M428k.0.2.4	VITO	Final Review Meeting	Minutes of meeting	30/06/2021

Work package #	428k_10	Start/End date	01/01/2020 – 30/06/2020
Work package title	Design and Development Phase		
Participants (person months)	VITO (3.6), ACMAD (0.25)		
Other main direct cost elements	user meeting in Southern Africa, travel/stay for 2 VITO staff (4000 eur, VITO) and travel/stay for 4 participants from the neighbouring target countries (4000 eur, VITO / this is labeled as 'workshop' cost category, not travel, as these workshop participants are not VITO staff)		

<b>Main objectives</b>
To design and develop the agro-climate service together with stakeholders in Malawi, Mozambique, Zambia, and with guidance by FAO. To prepare the communication and user uptake activities (including training aspects).

**Description of activities****Task 428k\_11 Design (VITO)**

At the very start we will engage with staff from National Meteorological Services in Malawai, Mozambique and Zambia, and with their end users from the respective Ministries of Agriculture, to refine the user requirements that were already established together with FAO while preparing this contract. We will identify a set of currently unmet needs in terms of climate data, climate information or climate related tools and applications. To achieve this we will make use of a questionnaire that has been used with success in other projects, and that has been adapted to suit the present Use Case. The resulting requirements will be analysed by VITO R&D / IT staff and serve as a basis to define the architecture of the intended agro-climate service. Both components constituting the climate service (i.e., CDS / Toolbox as well as the downstream components) will be included in this analysis.

**Task 428k\_12 Development (VITO)**

In this task we will first develop the required tools on the CDS using its Toolbox, to allow the efficient selection of the geographical areas, variables and time periods of interest. The resulting functionalities will be applied to relevant data contained in the CDS (historical and future climate data), and the resulting selected data will be transferred to VITO's IT infrastructure. A first pre-pilot version of the downstream component of the agro-climate service, using the selected CDS data as input and using VITO's *GeoView* software as a basis, will be prepared by M4, and feedback will be collected from National Meteorological Service staff in the target countries Malawai, Mozambique and Zambia. This feedback will subsequently be used to further fine-tune the service towards a full pilot version.

As a part this Task, we have scheduled a meeting in Southern Africa with VITO (2 staff) and users from the Ministries of Agriculture and National Meteorological Services from the target countries. This meeting will take place in one of the target countries, inviting delegates from the two other countries (their travel/stay costs will be covered from VITO budget). Taking place late in phase 2, this meeting will focus on the pre-pilot version of the service, aiming for the actual pilot version to meet user requirements as closely as possible.

Deliverables				
#	Responsible	Nature	Title	Due
D428k.1.1.1	VITO	Report	Architectural Design Report	31/03/2020
D428k.1.2.1	VITO	Report	Pilot version of the agro-climate service for African countries.	30/06/2020
D428k.1.2.2	VITO	Report	Preliminary business plan	30/06/2020

Milestones				
#	Responsible	Title	Means of verification	Due
M428k.1.2.1	VITO	Development of pilot service finalized	Pilot operational dashboard available	30/06/2020
M428k.1.2.2	VITO	Technical Readiness	minutes of meeting	30/06/2020

		Level / preliminary business plan assessment meeting with ECMWF		
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Work package #	428k_20	Start/End date	01/07/2020 – 30/06/2021
Work package title	Market Trial Phase		
Participants (person months)	VITO (3.2), ACMAD (3.75)		
Other main direct cost elements	dissemination (travel to disseminatuion events VITO staff): 3200 eur (VITO); travel costs ACMAD staff for training in Africa: 10264 eur (ACMAD); training workshop costs 5869 eur (ACMAD) interpretation costs training 4573 eur (ACMAD) training dissemination material 953 eur (ACMAD)		

<b>Main objectives</b>
This work package aims to bring the agro-climate service for Least Developed Countries to the market.

<b>Description of activities</b>
<p><b>Task 428k_21 Communication and user uptake</b></p> <p>VITO, with support from ACMAD, will establish the strategy to communicate the new agro-climate service to relevant stakeholders in African countries. We will comply to the Copernicus Guidelines provided. We will also devise a strategy to engage with organisations managing International Climate Funds (Global Environmental Facility, Climate Technology Centre and Network). VITO and ACMAD will prepare the organisation of the trainings.</p> <p>In this task we will initially develop marketing material, including a fact sheet and a website. This will be used to communicate – mainly through the established network of ACMAD and FAO – with potential users of the agro-climate service for African countries. In addition, we will organise Skype meetings and a webinar with prospective users in these countries. VITO will participate to two C3S events and present the Use Case at this occasion. Moreover, we will present the Use Case and the climate service at a major FAO event, and at another major event related to development, such as the European Development Days.</p> <p>Within this Task we will also gather and implement feedback on the application from the market. This will be achieved as follows:</p> <ul style="list-style-type: none"> <li>• during the Training session (see below) we will collect feedback from the trainees, who are staff from African National Meteorological Services (NMS), which constitutes our main market;</li> <li>• we will reach out to NMSs in other African countries than those sending trainees, using the network of (1) ACMAD and (2) the 14 African countries in which the Belgian Technical Cooperation (Enabel) has a representation.</li> </ul> <p>The feedback will be collected by inviting the targeted market representatives to directly (trainees) or remotely</p>

(the other NMSs) evaluate the pilot and subsequent enhanced versions of the service.

**Task 428k\_22 Engaging with International Climate Fund managers**

Building on preparatory work conducted in Task 1.2, we will engage with organisations managing International Climate Funds such as the Global Environmental Facility and the Climate Technology Centre and Network. We will also present the dashboard at a major event gathering stakeholders involved in International Climate Funding.

**Task 428k\_23 Training (ACMAD)**

Training will be provided to staff from National Meteorological Services from 10 different African countries. These training sessions will instruct trainees about the agro-climate service, the indicators, the Copernicus programme, and showcase applications derived from the pilot countries Malawi, Mozambique and Zambia. This training will also be taken as an opportunity to collect feedback from potential users/customers. For that reason, one VITO staff member will participate to this training workshop in Africa.

Deliverables				
#	Responsible	Nature	Title	Due
D428k.2.1.1-2020Q3	VITO	Report	Quarterly report about the use and user uptake of the Application, as well as the business case outcomes.	30/09/2020
D428k.2.1.1-2020Q4	VITO	Report	Quarterly report about the use and user uptake of the Application, as well as the business case outcomes.	31/12//2021
D428k.2.1.1-2021Q1	VITO	Report	Quarterly report about the use and user uptake of the Application, as well as the business case outcomes.	31/03/2021
D428k.2.1.1-2021Q2	VITO	Report	Quarterly report about the use and user uptake of the Application, as well as the business case outcomes.	30/06/2021
D428k.2.1.1	VITO	Report	2-page document about the Application, its users and how C3S input is used for publication (print and web).	31/03/2021
D428k.2.1.2	VITO	Other	Participation to and presentation of the Use Case at one C3S events as required by ECMWF / EVENT 1	30/09/2020
D428k.2.1.3	VITO	Other	Participation to and presentation of the Use Case at one C3S events as required by ECMWF / EVENT 2	30/06/2021
D428k.2.2.1	VITO	Report	Access to International Climate Funds by Least Developed Countries for the implementation of climate services	30/04/2021
D428k.2.2.2	VITO	Report	Final business plan (assessing status at the end of the contract and providing an outlook on continued operation of the Application)	31/05/2021
D428k.2.3.1	ACMAD	Report	Report on training provided to African stakeholders	31/05/2021

Milestones				
#	Responsible	Title	Means of verification	Due
M428k.2.3.1	ACMAD	Training finalized	Reports (D428k.2.3.1)	31/05/2021

### Key Performance Indicators

KPI #	KPI Title	Performance Target and Unit of Measure	Frequency of Delivery	Explanations / Comments
KPI-1	Applicability of the developed services	100% at the end of Phase 1	end of Phase 1	The service is underpinned by user requirements and demand from users. ALL service requirements are linked to user requirements
KPI-2	Connectivity with user / user networks	3 + 10 of users engaged 100% of users engaged will provide feedback on service	3 during Phase 1 10 more during Phase 2	Ensure that key users in the contract are providing feedback on service evolution over contract (user retention)
KPI-3	Web presence	100% compliance with C3S Communication Guidelines		Ensure the C3S web-presence and technical demonstrator is aligned with C3S requirements, ensuring coordination with ECMWF coms and technical teams
KPI-5	Promotion and outreach	40 users targeted for promotion and outreach for Phase 2		10 users per quarter on average during Phase 2 Note: in most cases these users are National Meteorological Services, who have their own national user communities (incl. Ministries of Agriculture), and these in turn serve the wider community of farmers in their respective countries. Hence the effective number of users could be much larger.
KPI-6	Application uptake	3 users registered after Phase 1		User registrations post development period
KPI-7	Application uptime	90% of application availability during Phase 2		Linked to the availability of the service (system downtime during phase 2)
KPI-8	Response for technical support to users	90% of requests answered within 5 working days		

## Annex 3C – Financial Annex

### Service Contract 2019/C3S\_428k\_VITO/SC1 for the provision of Agro-Climate Services for African Countries - Pilot in Malawi, Mozambique, Zambia

#### 1 Introduction

To implement the working relationship between VITO and the Sub-Contractor, the following provisions shall apply in addition to Clause 2 (Operation of Services) and Clause 4 (Finance).

Annex 3C specifies the practical specifications to verify the performance of the contract and lays down the agreed payment plan as part of Annex 3 - Service Contract.

For the purpose of this Annex, the following words and phrases shall have the following meanings:

“Accept” and “Acceptance”	shall refer to the process, whereby VITO satisfies itself that something meets the agreed expectations and “Notice of Acceptance” shall be written confirmation of Acceptance, from VITO to the Sub-Contractor;
“Cost Reimbursement”	shall mean that the Price to be paid for Services is the actual and acceptable costs and expenses associated with the Services (See Clause 4 <b>Error! Reference source not found.</b> of Framework Subcontract), claimed at rates which have been agreed between the Parties in advance;
“Pre-Agreed Price”	shall mean that the Price to be paid for Services has been agreed between the Parties in advance and will be paid, as agreed, subject to acceptance of the Deliverables and subject to audits against costs and expenses submitted in Clause 5.1 Framework Subcontract.

#### 2 Payment Plan

Work packages and tasks will be covered under the following payment method:

- **Pre-Agreed Price:** Activities covered under [WPO, WP1 and WP2]

### 3 Payment Plan

The payment plan as laid down in the table below has been agreed for Service Contract [1]:

						Duration	Amount (EUR)			
Overall Price Framework Contract (maximum)						18 months	€57.163,53			
Price Service Contract [1]						18 months	€57.163,53			
Payment Milestone number	Payment method	Anticipated date of payment Milestone completion	Period of activities / Milestone covered	Activities and Deliverables covered by payment Milestone	Full value of activities covered (EUR)	Payment amount (EUR)	Percentage	Cumulative budget (EUR)	Anticipated review time (days)	
1 (*)	PAP	31/01/2020	Payment at contract signature	Start-up payment + kick-off meeting (WPO)	2.400,00€	5.716,35€	10 %	5.716,35€	/	
2 (**)	PAP	30/06/2020	Period: 01/01/2020 – 30/06/2020.	User meeting in Africa (WP1)	1.676,94€	5.716,35€	10 %	11.432,70€	[ ]	
3	PAP	31/12/2020	Period: 1/07/2020-31/12/2020.	Cost for technical support staff (WP2)	2.683,44€	40.014,48€	70 %	51.447,18€		
4	PAP	30/06/2021	Final payment Period: 01/01/2021 - 30/06/2021. Milestones: (WP2) - M428k.2.3.1 (finalized training)	Costs for training workshop (WP2), including travel for participants  WP2: D428k.2.3.1 : Report on training provided to African Stakeholders	50.403,16€	5.716,35€	10 %	57.163,53€		
For payment at contract signature: (*) ECMWF reserves the rights to re-claim the payment on a pro-rata basis in case the contractor fails to perform as defined in the contract										
Technical readiness level (**) ECMWF assesses the technical readiness level of the use case, this payment and the following ones are subject to the positive outcome of the assessment.					TOTAL	€57.163,53€	€57.163,53€	100%	€57.163,53€	

## Payment procedure

### Contract performance verification

Performance of contractual activities will be verified by VITO on:

- *a continuous basis* on receipt of the relevant Deliverables and delivery of services respecting the agreed manner and submission dates as specified in Annex B, and
- *a quarterly basis*, on receipt of the input for the Key Performance Indicators (KPI) report and the specified service provision.
- *on a Milestone basis*. The performance will be verified based on completion to VITO's satisfaction of all related tasks, activities and Deliverables as specified under the Contract to achieve the Milestone. VITO shall assess the Milestone completion on the basis of the progress of the work, fitness for purpose of deliverables, and quality of documentation.
- **(CR)** *the basis of a report on the Use of Resources*. The Sub-Contractor shall report on the use of resources based on the template as provided by VITO. The Report shall include a summary on the person-months spent and a breakdown of the underlying direct costs and expenses and overheads incurred per Work Package. This summary shall be provided for the Sub-Contractor. Cost breakdowns shall be made in line with the pricing tables in Annex 2 and respecting the eligibility criteria as specified in Clause 4.2.3.

The performance will be verified based on completion to VITO's satisfaction of all related tasks, activities and deliverables as specified under the Contract to achieve the payment milestone. VITO shall assess the payment milestone completion on the basis of the progress of the work, fitness for purpose of deliverables, and quality of documentation.

The Sub-Contractor shall notify VITO by email as soon as the Sub-Contractor considers that the payment milestone has been reached. The Payment Milestone Notification shall provide adequate justification of the milestone completion.

A dedicated review meeting with the Sub-Contractor or other form of communication with the Sub-Contractor may be carried out to assess [milestone completion and/or any outstanding activities]. A plan for the review meetings is specified in Annex B.

For the last Service Contract within the Framework Sub-Contract, final payment is subject to the acceptance of the Final Report as specified in Clause 2.3.4.1 (input subcontractor required).

### Notice of Acceptance

Based on VITO's verification of the contract performance for [the periods and milestones] concerned, VITO sends a Notice of Acceptance or notice of the need for the Sub-Contractor to take some form of remedial action.

The Contractor will receive a Notice of Acceptance or a notice of the need for remedial action within the "Anticipated review time" as indicated in the payment plan table.

Reception of the Sub-Contractor's Payment Milestone Notification counts as the effective start date for the review. In case of a need for remedial action, the anticipated review time remains the same but counting from the date that the Sub-Contractor notifies VITO that all remedial actions have been closed and is ready for review.





The Sub-Contractor may only submit an invoice for the provision of operational services covered in that quarter on or after receipt of Notice of Acceptance of the same.

## **Invoice**

The invoice must comply with the specifications as laid down in 4.5 respecting the payment plan as presented above. ***In particular the Purchase Order number provided by VITO needs be indicated clearly on the invoice.***

The invoice shall be sent to the following email address: [finance@VITO.be](mailto:finance@VITO.be)

Please indicate in the email subject the contract name and payment number.

For **Pre-Agreed Price payments (payment X, Y and Z)**, the maximum price and the period covered by the payment are specified in the payment plan as described above. Prices shall respect the specifications as laid down in Clause 2.3.1.1 and Clause 2.3.1.4 of the Terms and Conditions.

For **Cost Reimbursement payments (payment X, Y and Z)**, justification on the use of resources is part of the Contract Performance Verification and the assessment is reflected in VITO's Notice of Acceptance. The payment plan will be adjusted according to the actual costs made, capped for each individual milestone and for the overall budget allocated for the Service Contract. VITO and the Sub-Contractor may agree for a revision of the overall budget allocated to the Service Contract provided that it does not exceed the maximum budget of the Framework Subcontract.

