

Contract no. ▶	
Project ▶	EUROPEAN HERITAGE DAYS
Lot (if applicable) ▶	
Directorate / Department ▶	DIRECTORATE OF DEMOCRATIC PARTICIPATION / CULTURE AND CULTURAL HERITAGE FOR DEMOCRACY



SPECIFIC CONTRACTUAL CONDITIONS - IT

These Specific Contractual Conditions (SCC) govern the terms and conditions applicable to the contract between the Supplier (please refer to the Act of engagement) and the Council of Europe¹. They supplement or amend the Council of Europe's [General Conditions of purchase](#) (GC) and, where applicable, the Supplementary General Conditions (SGC).

SGC articles	Applicable conditions
Terms of award	<input checked="" type="checkbox"/> Contract to a single Supplier <input type="checkbox"/> Contract to multiple Suppliers (ranking – cf. TR App. 1) <input type="checkbox"/> Contract to multiple Suppliers (pooling – cf. TR App. 1) – awarding methodology :
Article 9.1 and 9.2 Price update/revision	<input checked="" type="checkbox"/> In accordance with Article 9.1.1 SCC, general rules, the prices are deemed to be firm and in principle are not revisable during the entire duration of the contract <input type="checkbox"/> By derogation from Article 9.1.1 SCC and in accordance with Article 9.2.2 SCC, prices may be revised according to the following periodicity and formula: The revision is understood as not falling within the flat-rate basis and applies only to additional orders.
Article 10.2 Advances	<input type="checkbox"/> The contract does not provide for any payment of advances <input checked="" type="checkbox"/> The contract provides for an advance on payment under the following conditions: 50% advance payment <input type="checkbox"/> Not applicable
Article 10.9.1 Final payment and final partial payments	<input type="checkbox"/> Not applicable <input type="checkbox"/> The contract provides for a partial payment of the services after performance of:
Article 13 Penalties	<input type="checkbox"/> By derogation from Article 13, the contract does not provide for penalties <input checked="" type="checkbox"/> Penalties for delay are calculated according to the formula indicated to the SGC the amount of the penalty being fixed at 350€ per day. <input type="checkbox"/> Penalties for non-quality are set at <u>Notwithstanding the foregoing, the Commission reserves the right to seek compensation for any damage caused by incidents of delay.</u>
Article 18.1 Storage	<input type="checkbox"/> The contract does not provide for any storage obligation by the Provider <input checked="" type="checkbox"/> The contract provides for an obligation to be stored by the Provider on its own premises <input type="checkbox"/> The contract provides for an obligation to be stored by the Provider on the premises of the Council
Article 29.3 Guarantee	<input type="checkbox"/> During guarantee period, the Provider must respect the following deadlines for carrying out repairs / developments: <input checked="" type="checkbox"/> During guarantee period, the Provider must respect the same deadlines as the contractual deadlines indicated in the technical specifications of the contract

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	<input type="checkbox"/> There is no warranty period
Article 29.6 Guarantee of compliance of standard software	<input type="checkbox"/> There is no guarantee of conformity <input checked="" type="checkbox"/> In accordance with Article 29.6 SGC, the Provider guarantees the conformity of the standard software with the technical specifications of the contract
Article 32 Termination of the provision of deliverables	<input checked="" type="checkbox"/> The contract does not provide a transition period <input type="checkbox"/> The contract provides a transition period, the amount of which is fixed in the financial documents of the contract
Article 36.2 Availability of source codes	<input type="checkbox"/> The source codes are available under the following conditions : <input type="checkbox"/> By derogation from Article 36.2 SGC, source codes are not accessible <input type="checkbox"/> The contract does not refer to source codes
Article 37 Rules governing intellectual property rights or rights of any nature relating to results not involving standard software	<input type="checkbox"/> Option A – In the case of software licences, the technical documents shall specify the number of copies or users of the software and the future evolution of this number for the Council of Europe. <input checked="" type="checkbox"/> Option B - The article 37.2.4 is completed by the following: The service provider shall transfer the full intellectual property rights over all deliverables delivered under this framework contract to the Council of Europe. The transfer of intellectual property rights shall apply worldwide and shall be valid for the duration of protection by the applicable intellectual property rights law. The technical details of sub-articles 37 A or B (depending on the option chosen) are included in the technical specifications
Article 42 Termination for reasons of general interest	<input checked="" type="checkbox"/> By derogation from Article 42 SGC, no compensation is provided for in the event of termination for reasons of public interest, including as a result of a decision of the Committee of Ministers of the Council of Europe. <input type="checkbox"/> In accordance with Article 42 CGS, the Service Provider may claim a termination indemnity obtained by applying a percentage of 5% to the initial amount excluding taxes of the contract, less the unrevised amount excluding taxes of the services received. <input type="checkbox"/> In accordance with Article 42 CGS, the Service Provider may claim a termination indemnity obtained by applying to the initial amount excluding taxes of the contract, less the unrevised amount excluding taxes of the services received, a percentage of %
Language prevalence	<input type="checkbox"/> When the contract is written in several languages, the French version prevale in case of any contradiction or translations issues of the contracts' clauses <input checked="" type="checkbox"/> As an exception, the English version prevale in case of any contradiction or translation issues of the contracts' clauses