



Service contract

Contract Number- xxx/YYYY

The “Ministry of Interior and Spatial Planning of the Grand Duchy of Luxembourg,
Direction de l’Aménagement du Territoire (DATer)”
1. Rue de Plébiscite,
L-2341 Luxembourg

Managing authority of the ESPON programme, hereinafter referred to as
"Contracting Authority" -

and

Institution (if relevant)
Name Firstname
Address
Address
Country

herein after referred to as "**Contractor**",

Have agreed

The general conditions below and the following annexes:

- Annex 1: Detailed description of the services
- Annex 2: Programme Manual –Section 2.2
- Annex 3: Timetable for deliveries
- Annex 4: Travel reimbursement rules
- Annex 5: Financial Identification Form

Which are constituent to this contract (hereinafter referred to as “the Contract”).

Article 1. Object of the Contract

The object of the Contract is the conducting of “*an expertise consisting of advising the TPG and assessing results of the ESPON Applied Research Project on ‘project title’*” in the framework of Priority 1 of the ESPON 2013 Programme, as it is described in the Description of the services (annex 1 of the contract).



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The Contractor shall execute the tasks assigned to him/her in accordance with the detailed description of the services and in agreement with the provisions of the Programme Manual, section 2.2, including the timetable for deliveries, annexed to the contract.

Article 2. Duration

The implementation of the task will start on the date when the contractor has been officially informed that he/she has been awarded the contract, and shall come to an end with the final payment.

The contract shall enter into force on the date when it is signed by the last contracting party.

Article 3. Contract price

The total maximum amount to be paid by the Contracting Authority under this contract shall be 0.000,00€ VAT included if applicable, covering all tasks executed.

The contracted amount is limited in any case to a maximum of €750 per working day, all taxes included. In addition, travel costs for the participation to the meetings listed in Annex 1 will be reimbursed according to the travel reimbursement rules annexed to this contract (Annex 4).

Article 4. Performance of the contract and subcontracting

The Contractor accepts the Contract and undertakes to carry out the task under his/her own responsibility.

The contractor shall perform the Contract to the highest professional standards. The contractor shall have sole responsibility for complying with any legal obligations incumbent on him/her, notably those resulting from employment, tax, and social, legislation.

Should the contractor fail to perform his/her obligations under the contract in accordance with the provisions laid down therein, the Contracting Authority may – without prejudice to its right to terminate the contract – reduce or recover payments in proportion to the scale of the failure.

Where the contractor fails to perform the tasks assigned to him within the time allowed, then, without prejudice to actual or potential liability incurred in relation to this contract or to the Contracting Authority, he/she shall be required to pay the Contracting Authority a penalty calculated at the rate of 0.15% of the total maximum amount specified, per calendar day of delay.

Subcontracting of any of the tasks, or even part of it, is not permitted under any circumstance.

Article 5. Liability

The contractor shall be liable for any loss or damage caused by himself/herself in performance of the Contract. The Contracting Authority shall not be liable for any act or default on the part of the contractor in performance of the Contract.

The Contractor agrees to defend, indemnify and hold the Contracting Authority harmless from and against any liability, loss, or expense, including reasonable attorney's fees, damages or penalties of any kind in account of, or resulting from any claim or action for infringement of third parties' intellectual property rights, database copyrights or sui generis rights, or any other right in relation to the (lack of) performance by the Contractor regarding the object of the contract. The Contractor shall co-operate with the Contracting Authority in defending any such claim or action.

The contractor shall inform the Contracting Authority immediately if the contract objectives or one of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the Contracting Authority to reduce or demand repayment wholly or in part.

Article 6. Payment periods and formalities

Payments shall be executed only if the contractor has fulfilled all his contractual obligations by the date on which an invoice is submitted.

Article 6.1 Interim payment(s)

One Interim payment shall be admissible after the commenting of the Project's Interim Report has been performed, if requested by the Contractor and accompanied by:

- A short activity report providing listing the tasks accomplished and the meeting(s) attended
- A copy of the deliveries (if any, during the covered period)
- The relevant invoice

provided that the work and deliveries (if applicable) have been approved by the Contracting Authority.

The Contracting Authority shall have 45 days from receipt to approve or reject the payment. In case clarifications are needed the contractor shall have 30 days to submit additional information.

Within 30 days of the date on which the interim payment request is approved by the Contracting Authority, the Interim payment shall be transferred.

Article 6.2 Payment of the balance

The request for payment of the balance of the contractor shall be admissible under the same conditions as mentioned above.

Reimbursement of travel expenses can be claimed as described above under §3 at any moment after the travel has ended but at the latest together with the payment of the balance of the contract.

Article 6.3 Bank Account

Payments shall be made to the contractor's bank account denominated in Euros, as identified in the financial identification form annexed to the contract.

Article 7. Ownership of the results

Any results thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the contract shall be owned solely by the Contracting Authority, which may use, publish, assign or transfer them as it sees fit, without limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

Article 8. Use, distribution or publication of results

Any distribution or publication of information relating to the Contract by the Contractor shall require a prior authorisation from the Contracting Authority. It shall state that the opinions expressed are those of the contractor only and do not represent the Contracting Authority's position.

Article 9. Right of withdrawal

The Contracting Authority is entitled to withdraw from this contract and to demand repayment of funds in full or in part, if:

- a. The Contractor fails to fulfil a condition or an obligation resulting from this contract; or
- b. The Contractor has failed to submit relevant information requested by the Contracting Authority, or supply the necessary information, provided that the Contractor has received a written reminder setting an adequate deadline and explicitly specifying the legal consequences of a failure to comply with the requirements of the Contracting Authority and has failed to comply with the deadline, or
- c. The Contractor has failed to immediately report events delaying or preventing the implementation of the activity funded, or any circumstances leading to its modification, or
- d. The Contractor becomes insolvent or total enforcement proceedings are instigated against its assets or the instigation of such proceedings is refused because of lack of assets;
- e. The Contractor has obtained the contract through false statements; or
- f. The Contractor wholly or partly closes down, sells, leases or lets the activity to a third party.

Article 10. Concluding provisions

All correspondence with the Contracting Authority has to be sent to the following address:

Ministry of the Interior and Spatial Planning of the Grand Duchy of Luxembourg,
Direction de l'Aménagement du Territoire DATer
Managing Authority of the ESPON 2013 Programme
1, Rue du Plébiscite
L-2341 Luxembourg
Tel: +352-247 86 934

Fax: +352-40 89 70
Email: Thiemo.Eser@mat.etat.lu

A copy of all documents must as well be send in electronic form and, if not possible, as a paper copy to the Coordination Unit of the ESPON.

ESPON Coordination Unit
Attn.: Director Mr. Peter Mehlbye
70, rue de Luxembourg
L-4221 Esch-sur-Alzette, Luxembourg
Postal address: CRP HT – BP 144
L-4221 Esch-sur-Alzette, Luxembourg
Tel: +352-54 55 80-700
Fax: +352-54 55 80-701
Email: info@espon.eu

All reports delivered under this contract must be in the English language.

This service contract shall be governed in accordance with the laws of the Grand-Duchy of Luxembourg. All disputes arising out or in connection with this service contract shall be settled by the competent jurisdiction of the District Court of Luxembourg in the first instance.

Luxembourg,

Date..... Date.....

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Ministry of the Interior and Spatial
Planning of the Grand Duchy
of Luxembourg,
Managing Authority of the
ESPON 2013 Programme

.....
Contractor

Annexes

- Annex 1** Detailed description of the services
- Annex 2** Programme Manual –Section 2.2
- Annex 3** Timetable for deliveries
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