

DRAFT FRAMEWORK AGREEMENT

No. *[insert number]*

on Digital Communication Services for
EEA and Norway Grants

The Financial Mechanism Office
12-16 Rue Joseph II,
B - 1000 Brussels, Belgium

(“the FMO”),

represented for the purposes of the signature of this Framework Agreement by
[forename, surname, function],

of the one part,

and

[official company name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(“the Contractor”),

represented for the purposes of the signature of this Framework Agreement by
[forename, surname, function],

of the other part,¹

¹ In the Agreement, both parties together will be referred to as the “Contracting Parties”.

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following **Annexes**:

- Annex I** Terms of Reference for Digital Communication Services for the EEA and Norway Grants (Invitation to tender of 15.01.2019);
- Annex II** Contractor's Tender for the Agreement of *[date]*;
- Annex III** Detailed Contract with Annexes A - C
- Annex A EFTA Instructions on invoicing of travel related expenses
 - Annex B Daily Subsistence Allowances, valid as of 01.01.2019– to be replaced whenever a subsequent version becomes valid
 - Annex C Specification of Tasks to be performed under the Detailed Contract - to be defined for each Detailed Contract (not provided)

which form an integral part of this Framework Agreement (“the Agreement”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Agreement. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Detailed Contract (Annex III) shall take precedence over those set out in the Terms of Reference for Digital Communication Services for the EEA and Norway Grants (Annex I). The terms set out in the Terms of Reference for Digital Communication Services for the EEA and Norway Grants (Annex I) shall take precedence over the Contractor's Tender for the Agreement (Annex II).

Subject to the above, the several instruments forming part of the Agreement are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the FMO, subject to the rights of the Contractor under Article II.19. should he dispute any such instruction.

I - SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT

- I.1.1.** The subject of the Agreement is the provision of Digital Communication Services for the EEA and Norway Grants (the “Digital Communication Services”) as described in Annex I. Each Service is to be followed by the submission to the FMO of the deliverables as specified in the Detailed Contract.
- I.1.2.** The Agreement has the concept of a framework agreement, where a number of independent Detailed Contracts may be concluded for specific Digital Communication Services to be carried out. The FMO can not guarantee the Contractor any assignments under the Agreement. Signature of the Agreement imposes no obligation on the FMO to purchase. Only the implementation of the Agreement through Detailed Contracts is binding on the FMO.
- I.1.3.** All provisions of the Agreement also apply to the Detailed Contracts.
- I.1.4.** The Contractor shall act according to the rules, regulations, guidelines and procedures that are applicable to the EEA/Norwegian Financial Mechanisms 2009-2014 and 2014-2021 and published on the website www.eeagrants.org. The website will be the only place where the latest official documents are displayed. The Contractor is therefore obliged to keep up with the latest changes on the mentioned website.
- I.1.5.** The Contractor has no authority or authorisation to represent or commit the FMO.
- I.1.6.** The Contractor is responsible for all necessary equipment, e.g. office, computers or laptops, digital cameras, fax machines, printers, sufficient telephones and telephone lines etc.
- I.1.7.** The Agreement does not confer on the Contractor any exclusive right to provide Digital Communication Services to the FMO.

ARTICLE I.2 – DURATION

- I.2.1.** The Agreement shall enter into force on the date on which it is signed by the last Contracting Party.²
- I.2.2.** The Agreement is valid for a period of up to two years from the date on which it enters into force. The Agreement may be renewed once for a maximum period of two years. This contractual period and all other periods specified in the Agreement are calculated in calendar days unless otherwise indicated.

The Agreement shall continue to apply after its expiry to any outstanding Detailed Contract, until their conclusion.

ARTICLE I.3 - PRICES

All prices under the Agreement shall be fixed and expressed in euro.

ARTICLE I.4 - IMPLEMENTATION OF THE AGREEMENT

- I.4.1.** Based on the Agreement, the FMO will contract Digital Communication Services through Detailed Contracts. The contracting procedure is described in point I.4.3. below.

² As a rule the FMO signs last. In this case, the Contractor should be duly informed of the date on which the Agreement enters into force.

I.4.2. There is no limit to the number of Detailed Contracts that may be signed between the Contractor and the FMO under the Agreement.

1.4.3. Request for services under the Agreement

The FMO will contact the Contractor with a request for Digital Communication Services to be carried out and with the request include a Specification of Tasks setting forth the following information:

- Scope and purpose of the Digital Communication Services
- Indication of areas of special attention for the Digital Communication Services, as relevant
- Estimated time schedule and date for submission of the Deliverables.

The Contractor shall respond to the request within five working days. Under the Agreement, the Contractor shall make any reasonable arrangements in order to be able to accept such requests by the FMO. If the request is accepted, the response shall contain the with the Contractor following information:

- Name and contact details of team leader (the “Responsible Consultant”)
- Names of other team members, where applicable
- Hourly rates for all team members and estimated number of hours for each person

Based on this information from the Contractor, the FMO will decide whether it wishes to enter into a Detailed Contract

I.4.4. Detailed contracts

Detailed Contracts will be concluded using the template provided as Annex III to the Agreement.

There will be a Detailed Contract for each purchase of Digital Communication Services.

I.4.5. Maximum price

The Detailed Contract sets forth a maximum price for the Digital Communication Services (the “Maximum Price”). This Maximum Price must include all relevant costs, including costs related to travel expenses, calculated on the basis of the relevant regulations annexed to the Detailed Contracts.

I.4.6. Deliverables

Upon completion of the Digital Communication Services, the Deliverables described in the Detailed Contract shall be submitted to the FMO.

The Detailed Contract sets forth a date by which the Deliverables must be submitted to the FMO (the “Submission Date”).

The FMO shall provide any comments or questions regarding the Deliverables to the Contractor within the date set forth in the Detailed Contract. The Contractor is required to review and revise the Deliverables in order to adequately respond to the FMO’s questions and comments. The Contractor shall submit the revised Deliverables by the date agreed with the FMO.

1.4.7. Changes in price and time for completion

The Maximum Price and the Submission Date are binding for the Contractor. In general the Contractor is responsible for making any reasonable arrangements in order to meet the Submission Date even if it means allocating more resources than planned.

The Digital Communication Services are limited to the services within the agreed Maximum Price and the Submission Date. However, if a cost escalation or a delay is caused by circumstances that were not foreseeable at the time of the signature and are not attributable to the Contractor's fault, the FMO may agree to an adjustment of the Maximum Price or to a change of the Submission Date. Such modifications must be made in writing.

The Contractor must in any case give a reasoned notice to the FMO if the Maximum Price is not sufficient and/or if the Digital Communication Services will be delayed beyond the Submission Date. Such notice must be given in writing as soon as such cost escalation or delay is identified by the Contractor and at the latest one week before the Submission Date.

I.4.8. Liquidated damages for delay

Should the Contractor fail to submit the Deliverables by the Submission Date set forth in the Detailed Contract or by the Date agreed with the FMO in accordance with the last paragraph of Article I.4.6 or set according to the procedure described in Article I.4.7., then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Agreement or the Detailed Contract or to the FMO's right to terminate the Agreement or the relevant Detailed Contract, the FMO may decide to impose liquidated damages of 3% of the Maximum Price per calendar day of delay. These liquidated damages are limited to 30% of the Maximum Price and can be deducted from any payment due to the Contractor. The FMO and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the FMO within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

In case where a delay in submitting the Deliverables exceeds 10 working days after the Submission Date or the Date agreed with the FMO in accordance with the last paragraph of Article I.4.6, the Digital Communication Services shall be considered as not performed and the FMO has no obligation to make any payment for it. In such a case the FMO has the right to terminate the Detailed Contract by simple written notice. Article II.16.3. shall apply.

I.4.9. Replacement of personnel

If it becomes necessary to replace any team member of the Contractor, such replacement shall be proposed immediately to the FMO by the Contractor together with a short reasoned statement in writing. The FMO will have the possibility to refuse the proposed person(s).

I.4.10. Acceptance of the Digital Communication Services

Acceptance of the Deliverables by the FMO shall entail the acceptance of the Digital Communication Services.

The FMO shall send an e-mail to the Contractor confirming the acceptance of the Deliverables 15 working days after the date of receipt. Where, for reasons attributable to the Contractor, the FMO is unable to accept the Deliverables, the Contractor shall be notified in writing within 15 working days.

If the FMO does not react within 15 working days, the Deliverables shall be deemed to have been approved.

I.4.11. Quality Assessments

In addition to the obligatory quality control exercised by the Contractor, a short quality assessment will be carried out by the FMO for each Detailed Contract carried out under the Agreement. The information obtained from such assessments will be taken into account when considering other Detailed Contracts.

ARTICLE I.5 – PAYMENT REQUESTS

Payments under the Agreement shall be made in accordance with Article II.4. Payments for the provision of Digital Communication Services under a Detailed Contract shall be executed only if the Digital Communication Services have been accepted by the FMO in accordance with Article I.4.10. by the date on which the payment request is submitted. Payment requests may not be made if payments related to previous Detailed Contracts have not been executed as a result of default or negligence on the part of the Contractor.

II - GENERAL CONDITIONS

ARTICLE II.1 - PERFORMANCE OF THE AGREEMENT

- II.1.1.** The Contractor shall carry out the Digital Communication Services with best professional practice, independency, care, due diligence and efficiency, and contribute to a positive dialogue and good cooperation with FMO and any third parties involved. The Contractor shall notify the FMO immediately in writing of any circumstances that may cause delays, prevent or in any way significantly influence the implementation of the Digital Communication Services.
- II.1.2.** The Contractor carries all responsibility for the work performed by subcontractors, and Article II.1.1. is also applicable to any subcontractors involved in the performance of the tasks under the Detailed Contract.

ARTICLE II.2 - LIABILITY

- II.2.1.** The FMO shall not be liable financially or in other ways to the Contractor or to companies or individuals engaged by the Contractor. Further, the FMO shall not be liable to any third parties for any harm or loss incurred as a result of acts or omissions of the Contractor or his subcontractors.
- II.2.2.** The Contractor shall obtain and maintain adequate insurance in connection with the execution of any Digital Communication Services under the Agreement, including for any involvement of subcontractors, and against public/third party liability.

ARTICLE II.3 - CONFLICT OF INTERESTS

- II.3.1.** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the performance of the Agreement must be notified to the FMO in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The FMO reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation, which could give rise to conflict of interests. Without prejudice to Article II.1. the Contractor shall replace, immediately and without compensation from the FMO, any member of his staff exposed to such a situation. The Contractor is responsible for compliance with the provisions in this Article also of any subcontractors or other third parties involved in the performance of the Digital Communication Services under a Detailed Contract.

- II.3.2.** The Contractor shall abstain from any contact likely to compromise his independence.
- II.3.3.** The Contractor declares:
- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Agreement;
 - that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly,

inasmuch as it is an incentive or reward relating to performance of the Agreement.

- II.3.4.** The Contractor shall pass on all relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Agreement..

ARTICLE II.4. - GENERAL ADMINISTRATIVE PROVISIONS

- II.4.1.** Any communication relating to the Agreement or to its implementation by a Detailed Contract shall be made in writing, and shall contain a reference to the number of the Agreement and the number of the Detailed Contract. Delivery can be by hand, e-mail or fax message against written confirmation of receipt or by registered letter. Ordinary mail shall be deemed to have been received by the FMO on the date on which it is registered by the responsible department indicated below. Communications shall be sent to the following addresses:

FMO:

The Financial Mechanism Office

To the attention of: Lillann Weggersen

12-16 Rue Joseph II, 1000 Brussels, Belgium

E-mail address: lwe@efta.int

Fax number: +32 (0) 2 211 1889

Contractor:

[full postal address]

- II.4.2.** The Contracting Parties must assure that incoming e-mails are redirected if the account holder is absent. The reference date of the electronic communication is the date of receiving.

ARTICLE II.5 - INVOICING AND PAYMENTS

- II.5.1.** After completion of the Digital Communication Services defined in the Detailed Contract the Contractor shall submit to the FMO a formal invoice accompanied by the following documents:

- statements of reimbursable expenses substantiated where necessary by supporting documents and in accordance with the Detailed Contract; and
- accompanied by the relevant invoices, duly established and indicating the reference number of the Agreement and of the Detailed Contract to which they refer.

The FMO shall have 20 working days from receipt to approve or reject the above documents, and the Contractor shall have 20 working days in which to submit additional information if requested.

For Contractors established in Belgium, the provisions of the Agreement constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): "Exoneration de la TVA, article 42, paragraphe 3.3 du code de la TVA", or an equivalent statement in the Dutch or German language.

- II.5.2.** Within a maximum of 30 working days of the date of receipt of all relevant documents, a payment corresponding to the amount specified in the formal invoice, but in no case exceeding the Maximum Price specified in the Detailed Contract or agreed in accordance with the procedure set forth in Article I.4.7. of the Agreement, will be executed by the FMO.

Payments for each Detailed Contract shall be made in one single final payment.

- II.5.3.** The Contractor has a duty of custody in a preservation period of five years after the end of the Agreement. This includes documents, notes etc. regarding all Digital Communication Services performed under the Detailed Contracts. These documents shall be made available for audits performed by, or on behalf of the EEA EFTA States, the FMO, the EFTA Board of Auditors and the Office of the Auditor General of Norway.

ARTICLE II.6 -GENERAL PROVISIONS CONCERNING PAYMENTS

- II.6.1.** Payments shall be deemed to have been made on the date on which the FMO's account is debited.
- II.6.2.** In the event of late payment the Contractor shall be entitled to interest. Interest shall be claimed within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (the "Reference Rate") plus seven percentage points. The Reference Rate in force on the first day of the month in which the payment was due shall apply.³ Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the FMO may not be deemed to constitute late payment.

ARTICLE II.7 - BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro,⁴ identified⁵ as follows:

- Name of bank
- Address of branch in full
- Exact designation of account holder
- Full account number including IBAN and BIC/Swift codes

ARTICLE II.8 -RECOVERY

- II.8.1.** If total payments made exceed the amount actually due or if recovery is justified in accordance with the terms of the Agreement, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the FMO.
- II.8.2.** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.2. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.8.3.** In the event of failure to pay by the deadline specified in the request for reimbursement, the FMO may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the FMO that is certain, of a fixed amount and due.

³ Such interest rate is published in the C series of the Official Journal of the European Union.

⁴ Or local currency where the receiving country does not allow transactions in euro.

⁵ By a document issued or certified by the bank.

ARTICLE II.9 - OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Agreement (except for video and photo images), shall be owned solely by the FMO, which may use, publish, assign or transfer them as it sees fit; without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Agreement being entered into.

ARTICLE II.10 - CORRUPTION, COMPLIANCE WITH LAWS, CONFIDENTIALITY

The Contractor shall:

- II.10.1.** Refrain from any illegal or corrupt practices, hereunder, refuse any offer, gift, payment or benefit of any kind, which would or could, either directly or indirectly, be construed as an illegal or corrupt practice, as well as refrain from any misrepresentation of facts which will lead to the similar effect.
- II.10.2.** To the extent compatible with any professional standards inform the FMO of any indication of corruption or misuse of funds under the EEA Financial Mechanism and/or the Norwegian Financial Mechanism that comes to its attention during the course of the assignment.
- II.10.3.** Comply with the regulations on confidentiality in the Norwegian Public Administration Act (Act of February 10, 1967).
- II.10.4.** Treat with confidentiality all information obtained and documents produced under the Agreement. The Contractor shall treat in the strictest confidence and shall not make use of or divulge to third parties any information or documents which are linked to the performance of the Agreement or of a Detailed Contract and which are not public, even after completion of the tasks. The Contractor may disclose such information if the disclosure is required by law or following prior agreement of the FMO.
- II.10.5.** Comply with any other applicable laws and regulations, and take prompt corrective action with regard to any violation thereof brought to its attention. Hereunder, the Contractor is responsible for fulfilling any applicable registration requirements, and is responsible for all payments, statements and reports required by the authorities in Norway, Iceland and Liechtenstein or other countries in connection with the Digital Communication Services and its operations.

ARTICLE II.11 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

- II.11.1.** The Contractor shall authorise the FMO to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Agreement, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article II.12. shall apply.
- II.11.2.** Unless otherwise provided by the Special Conditions, the FMO shall not be required to distribute or publish documents or information supplied in performance of the Agreement. If the FMO decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the FMO.
- II.11.3.** Any distribution or publication of information relating to the Agreement by the Contractor shall require prior written authorisation by the FMO and shall mention the amount paid by the

FMO. It shall state that the opinions expressed are those of the Contractor only and do not represent the FMO's official position.

- II.11.4.** The use of information obtained by the Contractor in the course of the Agreement for purposes other than its performance shall be forbidden, unless the FMO has specifically given prior written authorisation to the contrary.

ARTICLE II.12. – DATA PROTECTION

All personal data included in the Agreement shall be processed solely for the purposes of the performance, management and monitoring of the Agreement by the FMO without prejudice to possible transmission to the bodies charged with monitoring or inspection tasks at the FMO.

ARTICLE II.13 -TAXATION

- II.13.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to it. Failure to comply shall make the relevant invoices invalid.
- II.13.2.** The Contractor recognises that the FMO is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the European Free Trade Association's Headquarters Agreement with the Kingdom of Belgium and the EFTA Agreement from 1960, in particular to Article 9 thereof. The FMO therefore benefits from a VAT exemption according to Article 42 § 3.3 of the Belgian VAT Code.

ARTICLE II. 14 - FORCE MAJEURE

- II.14.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the Contracting Parties, which prevents either of them from performing any of their obligations under the Agreement, and that is not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.14.2.** If either Contracting Party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.14.3.** Neither Contracting Party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform its contractual obligations owing to force majeure, it shall have the right to remuneration only for tasks actually executed.
- II.14.4.** The Contracting Parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.15 – TERMINATION BY EITHER CONTRACTING PARTY

- II.15.1.** Either Contracting Party may, of its own volition and without being required to pay compensation, terminate the Agreement by serving one month formal prior notice. Detailed Contracts are not affected by such termination. Should the FMO terminate the Agreement, the Contractor shall be entitled to payment corresponding to executed Detailed Contracts under the Agreement. In the event of the FMO terminating the Agreement in accordance with this Article, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Agreement, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce its commitments. It shall draw up the documents required by the Special Conditions for the Digital Communication Services executed up to the date on which

termination takes effect, within a period not exceeding sixty days from that date. The Contractor shall promptly forward to the FMO all information and documentation in its possession relating to the subject of the Agreement.

- II.15.2.** In case of force majeure, notified in accordance with Article II.14.2., either Contracting Party may terminate the Agreement, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.2.
- II.15.3.** Notwithstanding Articles I.4.8. and II.16., Detailed Contracts cannot be terminated.

ARTICLE II.16 - TERMINATION BY THE FMO

II.16.1. The FMO may terminate the Agreement or a Detailed Contract in the following circumstances:

(a) where the Contractor is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) where the Contractor has been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*;

(c) where the Contractor has been guilty of grave professional misconduct proven by any means which the FMO can justify;

(d) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country applicable to the Agreement or those of the country where the Agreement is to be performed;

(e) where the FMO seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the FMO's interests;

(f) where the Contractor is in breach of its obligations under Article II.3. and/or II.10.

(g) where the Contractor was guilty of misrepresentation in providing the information required by the FMO as a condition of participation in the Agreement procedure or failed to provide this information;

(h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the FMO's opinion, have a significant effect on the performance of the Agreement;

(i) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of this Agreement;

(j) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of its contractual obligations.

II.16.2. Prior to termination under points e), h) or j) of Article II.16.1, the Contractor shall be given the opportunity to submit its observations within a set deadline. Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Agreement or a Detailed Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.16.3. Consequences of termination

In the event of the FMO terminating the Agreement or a Detailed Contract in accordance with this Article and without prejudice to any other measures provided for in the Agreement, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Agreement or a Detailed Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce its commitments. It shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date. The Contractor shall promptly forward

to the FMO all information and documentation in his possession relating to the subject of the Agreement. The FMO may recover any sums paid to the Contractor under the Agreement or the Detailed Contract in question.

The FMO may claim compensation for any damage suffered.

On termination the FMO may engage any other Contractor to execute or complete the Digital Communication Services. The FMO shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable under the Agreement.

ARTICLE II.17 - AMENDMENTS

Any amendment to the Agreement shall be the subject of a written agreement concluded by the Contracting Parties. An oral agreement shall not be binding on the Contracting Parties. A Detailed Contract may not be deemed to constitute an amendment to the Agreement.

ARTICLE II.18 - SUSPENSION OF THE AGREEMENT

Without prejudice to the FMO's right to terminate the Agreement or a Detailed Contract, the FMO may at any time and for any reason suspend execution of the Agreement or a Detailed Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The FMO may at any time following suspension give notice to the Contractor to resume the Digital Communication Services suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Agreement, of the Detailed Contracts, or of part thereof.

ARTICLE II.19 - APPLICABLE LAW AND JURISDICTION, SETTLEMENT OF DISPUTES

- II.19.1.** The Agreement shall be governed by the national substantive law of Norway.
- II.19.2.** Any dispute between the Contracting Parties resulting from the interpretation or application of the Agreement which cannot be settled amicably shall be finally settled under the CEPANI Rules of Arbitration by one arbitrator appointed in accordance with these rules. The Contracting Parties expressly exclude any application for setting aside the arbitral award.

The seat of the arbitration shall be Brussels.

The language of arbitration shall be English.

FMO may claim execution of any judgement or court order in any court or appropriate authority where the Contractor has assets.

SIGNATURES

For the Contractor,

Signature[s]: _____
[Company name/forename/surname/function]

For the FMO,

Signature: _____
[forename/surname/function]

Done at Brussels, (Date): _____

In duplicate in English.

ANNEX I

Terms of Reference for digital communication services relating to the EEA and Norwegian Financial Mechanisms 2009-2014 and 2014-2021 (Invitation to tender of 15.01.2019)

The Terms of Reference form an integral part of the Agreement. The terms set out in the Terms of Reference shall take precedence over the Contractor's Tender (Annex II).

ANNEX II

Contractor's Tender for the Agreement of *[date]*

The tender submitted by the Contractor to the FMO and which was received on *[date]* forms an integral part of the Agreement. In the event of conflict of interpretation, the terms of the Agreement shall take precedence over those in the tender.

ANNEX III

DETAILED CONTRACT No *[complete]* implementing Framework Agreement No *[complete]*

The Financial Mechanism Office
12-16 Rue Joseph II,
B - 1000 Brussels, Belgium

(“the FMO”),

represented for the purposes of the signature of this Detailed Contract by
[name in full and function],

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(“the Contractor”),

represented for the purposes of the signature of this Detailed Contract by
[name in full and function],

of the other part,

HAVE AGREED

	ARTICLE III.1: SUBJECT
III.1.1.	This Detailed Contract implements Framework Agreement No <i>[complete]</i> between the FMO and the Contractor.
III.1.2.	The subject of this Detailed Contract is the performance of Digital Communication Services related to <i>[specify]</i> .
III.1.3.	The Contractor undertakes, on the terms set out in the Agreement and in this Detailed Contract and the Annexes thereto, the tasks specified in III.2.2 below of this Detailed Contract.
	ARTICLE III.2: WORK PLAN AND TIMETABLE
III.2.1.	This Detailed Contract shall enter into force <i>[on the date on which it is signed by the last contracting party⁶ / on (complete) if it has already been signed by both contracting parties]</i> .
III.2.2.	The execution of the tasks requires <i>[delete/develop as appropriate]</i>
III.2.3.	The submission date for the Deliverables shall be <i>[date]</i> . The FMO shall provide any questions or comments regarding the Deliverables within <i>[date]</i> . The Contractor shall review and revise the Deliverables in order to adequately respond to the FMO's questions and comments. The reviewed Deliverables shall then be submitted to the FMO by <i>[date]</i> .
	ARTICLE III.3: PRICE
III.3.1.	The total maximum amount to be paid by the FMO under this Detailed Contract shall be EUR <i>[amount in figures and in words]</i> covering all tasks executed.
III.3.2.	The price specified under III.3.1. must include all the costs related to travel expenses, calculated on the basis of the regulations referred to in Annex A and B to this Detailed Contract.

⁶ As a rule the FMO signs last. In this case, the Contractor should be duly informed of the date on which the Detailed Contract enters into force.

	ARTICLE III.4: TEAM
III.4.1.	The Responsible Contact Person at the FMO is: <i>[Full name, email address and telephone number]</i>
	The Head of Finance at the FMO is: <i>[Full name, email address and telephone number]</i>
	Other relevant FMO staff: <i>[specify as appropriate with full name, email address and telephone number]</i>
III.4.2.	The Contractor names the following Responsible Consultant: <i>[Full name, email address and telephone number]</i>
	ARTICLE III.5: ANNEXES
	Annex A - EFTA Instructions on invoicing of travel related expenses
	Annex B - Daily Subsistence Allowances – valid as of 01.01.2018 – to be replaced whenever a subsequent version becomes valid

SIGNATURES

For the Contractor,

Place, date: _____

Signature[s]: _____
[Company name/forename/surname/function]

For the FMO,

Place, date: _____

Signature[s]: _____
[Forename/surname/function]

In duplicate in English.