

# FRAMEWORK AGREEMENT

No [Number]

For Appraisals, Monitoring, Evaluations and Studies relating to the  
EEA and Norway Grants 2014-2021 and 2021-2028

Between,

The Financial Mechanism Office  
EFTA House, Avenue des Arts 19H  
1000 Brussels, Belgium

(“the FMO”),

represented for the purposes of the signature of this Framework Agreement by  
Ragna Fidjestøl, Managing Director

of the one part,

and

[Contractor’s official name in full]  
[Contractor’s official legal form]  
[Contractor’s statutory registration number]  
[Contractor’s official address in full]  
[Contractor’s VAT registration number]

(“the Contractor”),

represented for the purposes of the signature of this Framework Agreement by  
[Name of contractor representative]

of the other part, together 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 a Framework Agreement on Appraisals, Monitoring, Evaluations and Studies relating to the EEA & Norway Grants (Call for tenders of 19 March 2025);
- Annex II** Contractor's Tender of [date];
- Annex III** Detailed Contract with Annexes A – D
- Annex A EFTA Instructions on invoicing of travel related expenses;
  - Annex B Daily Subsistence Allowances – Valid as of 15 January 2022 – to be replaced whenever a subsequent version becomes valid;
  - Annex C The Request for Services that gave rise to the Detailed Contract – *to be defined for each Detailed Contract*; and
  - Annex D Offer submitted under the above mentioned Request for services by the Contractor – *to be defined for each Detailed Contract*,

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 Framework Agreement on Appraisals, Monitoring, Evaluations and Studies relating to the EEA and Norway Grants (Annex I). The terms set out in the Terms of Reference for a Framework Agreement on Appraisals, Monitoring, Evaluations and Studies relating to the EEA & 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.17. 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 Appraisals, Monitoring, Evaluations and Studies relating to the EEA & and Norway Grants 2014-2021 and 2021-2028 (the “Services”) as described in Annex I. Each Service is to be followed by the submission to the FMO of a report addressing the questions and issues that have been defined in the Request for Services (the “Report”).
- I.1.2.** This Agreement is a framework agreement. Several independent Detailed Contracts may be concluded for specific Services to be carried out. The FMO cannot 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 good industry practice and to the rules, regulations, guidelines and procedures that are applicable to the EEA / Norwegian Financial Mechanisms 2014-2021 and 2021-2028 and published on the web site [www.eeagrants.org](http://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, printers, sufficient telephones and telephone lines, etc.
- I.1.7.** The Agreement does not confer on the Contractor any exclusive right to provide Services to the FMO. The Contractor is selected as one of several contractors for a multiple framework agreement.

### **ARTICLE I.2 – ENTRY INTO FORCE AND DURATION**

- I.2.1.** The Agreement shall enter into force on the date on which it is signed by the last Contracting Party.
- I.2.2.** The duration of the agreement is two years from the date of signature by the last Contracting Party. The Agreement shall be renewed automatically for a period of one year up to five times under the same conditions, unless written notification to the contrary is sent by one of the Contracting Parties and received by the other, in accordance with the provisions set out in this Agreement. This contractual period and all other periods specified in the Agreement are calculated in calendar days unless otherwise indicated.

### **ARTICLE I.3 - PRICES AND PRICE ADJUSTMENT**

All prices under the Agreement shall be fixed and expressed in EUR. Hourly rates offered by the Contractor in response to Requests for Services as described in point I.4.2, shall not exceed the hourly rates reflected in Annex II to this Agreement.

Notwithstanding the above, the hourly rates may be adjusted once every two years, up or down by an amount equivalent to the change in the following index:

“Harmonized Index of Consumer Prices (HICP), monthly data, Euro area”

The initial reference index value is the index value for the month in which the Contract was signed.

No price adjustment shall occur automatically. The Contractor must submit a written proposal to the FMO, including detailed calculations based on the change in the index, no later than 30 days prior to the proposed adjustment date. FMO shall review and approve or reject the proposal in writing within 30 days of receipt. No adjustments shall be applied retroactively. Only invoices regarding services not yet performed are eligible for adjustment.

#### **ARTICLE I.4 - IMPLEMENTATION OF THE AGREEMENT**

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

**I.4.2.** There is no limit to the number of Detailed Contracts that may be signed between each Contractor and the FMO under the Agreement. Detailed Contracts will be entered into following invitations to bid sent to all contractors with Framework Agreements for the Services.

Notwithstanding the above, the FMO may, at its own discretion and based on its own assessment, decide to send a request for services directly to a contractor if that contractor has previously performed services under this Agreement, and the subject-matter of those services and the Services which are subject to the request are linked in such a way that the performance of the Services by the contractor in question would bring additional value to the FMO.

Where Detailed Contracts are entered into following invitations to bid sent to multiple contractors, the Detailed Contract will be awarded to a Contractor based on understanding of the assignment, sector expertise, Beneficiary State experience, appraisal/monitoring/evaluation/research expertise, methodological approach, quality of previous work, quality control procedures and/or price.

#### **I.4.3. Request for services under the Agreement**

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

- Overview of the Beneficiary State(s), institution(s), and/or programme(s) concerned
- Scope and purpose of the Services
- Indication of areas of special attention for the Services
- Estimated time schedule and date for submission of the draft Report

The Contractor shall respond to the request within the timeframe specified in the Request for Services. The Contractor shall make any reasonable arrangements to be able to accept such requests by the FMO. If the request is accepted, the Contractor’s response shall contain the following information:

- Name and contact details of team leader
- Names and proposed roles of other team members, where applicable

- Declaration of any possible conflicts of interest
- Hourly rates for all team members and estimated number of hours for each person
- Estimated price, including reimbursable expenses
- Other information, as required in the Request for Services

A complete declaration of any possible conflicts of interest is essential for the nature of the Services and any missing or misleading information in this declaration that the Contractor should have reasonably been aware of at the time of signature of the Detailed Contract will be regarded as a serious misconduct. If the Contractor at any later point in time becomes aware of any information which could result in a possible conflict of interest, he is obliged to notify the FMO without delay.

Based on this information from the Contractor, the FMO will decide whether it wishes to enter into a Detailed Contract with the Contractor. At any time in the process before a Detailed Contract is entered into with the Contractor, the FMO can choose an alternative Contractor to proceed with.

#### **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 Services. The Request for Services prepared by the FMO will be annexed to the Detailed Contract.

#### **I.4.5. Maximum price**

The Detailed Contract establishes a maximum price for the 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. Report**

Upon completion of the Services, a Report addressing the questions and issues set forth in the Request for Services shall be submitted to the FMO. The Report shall cover the findings of the appraisal, monitoring, evaluations or Study, including conclusions and potential recommendations for improvement

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

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

#### **I.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 Services are limited to the services within the agreed Maximum Price and the Submission Date. In cases where circumstances not foreseeable at the time of signature of the Detailed Contract and not attributable to the Contractor's fault give rise to a cost escalation or cause a delay in the performance of the Services, 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 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 draft Report by the Submission Date set forth in the Detailed Contract 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 draft Report exceeds 10 working days after the Submission Date, the 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.14.3. 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 Services**

Acceptance of the final Report by the FMO shall entail the acceptance of the Services.

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

If the FMO does not react within 15 working days, the final Report shall be deemed to have been approved. Such approval of the final Report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

**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 may 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 Services under a Detailed Contract shall be executed only if the 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.

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## **ARTICLE I.6 - BANK ACCOUNT**

Payments shall be made to the Contractor's bank account denominated in Euro<sup>1</sup>, identified<sup>2</sup> as follows:

Name of bank: [Name of Bank]

Address of branch in full: [Address of Bank branch in full]

Exact designation of account holder: [Name and registration number of account holder]

Full account number including IBAN and BIC/Swift codes: [Account number]

## **ARTICLE I.7. - GENERAL ADMINISTRATIVE PROVISIONS**

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 or email 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:

Financial Mechanism Office  
Contact person of FMO  
Head of Results and Evaluation  
EFTA House, Avenue des Arts 19H,  
1000 Brussels, Belgium  
Email: Contact person@efta.int

### Contractor:

[Name of Contractor]

[Contact person of Contractor]

[Address of Contractor]

Email: [e-mail address of Contractor]

Telephone: [Telephone number of Contractor]

The Contracting Parties must assure that incoming emails are redirected if the account holder is absent. The reference date of the electronic communication is the date of receiving.

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<sup>1</sup> Or local currency where the receiving country does not allow transactions in EUR.

<sup>2</sup> By a document issued or certified by the bank.



## **II - GENERAL CONDITIONS**

### **ARTICLE II.1 - PERFORMANCE OF THE AGREEMENT**

- II.1.1.** The Contractor shall carry out the 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 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 sub-contractors 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 Services under the Agreement, including for any involvement of subcontractors, and against public/third party liability.

### **ARTICLE II.3 - CONFLICTS OF INTEREST**

- 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 conflicts of interest 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 conflicts of interest 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 conflicts of interest. 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 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. A copy of the instructions given and the undertakings made in this respect shall be sent to the FMO upon request.

#### **ARTICLE II.4 - INVOICING AND PAYMENTS**

- II.4.1.** After completion of the 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 signed and approved timesheets;
  - 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 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.4.2.** 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.4.3.** 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 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.5 - GENERAL PROVISIONS CONCERNING PAYMENTS**

- II.5.1.** Payments shall be deemed to have been made on the date on which the FMO's account is debited.
- II.5.2.** 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.<sup>3</sup> 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.6 - RECOVERY**

- II.6.1.** 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.6.2.** 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.6.3.** 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.

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

## **ARTICLE II.7 - OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY**

The FMO shall be the sole owner of all work, materials and other results, including but not limited to copyright or other intellectual or industrial property rights and know-how, generated through the assignment and it may use, publish, assign or transfer them as it sees fit; without geographical or other limitation.

The Contractor will not take any action that may jeopardize such proprietary rights of the FMO and shall promptly take all actions as may be necessary, if any, to formally effect vesting of all such rights with the FMO. The FMO will own all rights to any copy, translation, modification, adaptation or derivation of its operations, including any improvements thereof.

Without the prior written approval of the FMO, the Contractor is not entitled to use the results from the assignment.

The Contractor undertakes to hold the FMO harmless against any claims from third parties claiming to own all or any part of the results from the Services.

This provision shall survive the expiration and/or termination of the Contract.

## **ARTICLE II.8 - CORRUPTION, COMPLIANCE WITH LAWS, CONFIDENTIALITY**

The Contractor shall:

- II.8.1.** 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 could lead to the similar effect.
- II.8.2.** 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 his attention during the course of the assignment.
- II.8.3.** 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.8.4** Comply with any other applicable laws and regulations, and take prompt corrective action with regard to any violation thereof brought to his 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 Services and his operations.

## **ARTICLE II.9 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION**

- II.9.1.** The Contractor authorises 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.10. shall apply.
- II.9.2.** 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.9.3.** 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.9.4.** 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.10. – 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.11 - TAXATION**

- II.11.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2.** 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 as part of EFTA is an international organisation and therefore benefits from a VAT exemption according to Council Directive 2006/112/CE, Article 151, subject to national tax legislation. *[Delete if the Contractor is not based in Belgium: The FMO benefits from a VAT exemption according to Article 42 § 3.4 of the Belgian VAT Code.]*

## **ARTICLE II. 12 - FORCE MAJEURE**

- II.12.1.** 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.12.2.** 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.12.3.** 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 his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.12.4.** The Contracting Parties shall take the necessary measures to reduce damage to a minimum.

### **ARTICLE II.13 – TERMINATION BY EITHER CONTRACTING PARTY**

- II.13.1.** 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 his commitments. He shall draw up the documents required by the Special Conditions for the Services executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date. He 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.

- II.13.2.** In case of force majeure, notified in accordance with Article II.12.2., either Contracting Party may terminate the Agreement, where performance thereof cannot be ensured for a period corresponding to at least one fifth of the period laid down in Article I.2.2.
- II.13.3.** Notwithstanding Articles I.4.8. and II.14., Detailed Contracts cannot be terminated.

## **ARTICLE II.14 - TERMINATION BY THE FMO**

**II.14.1.** 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 his 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 his 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 he 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 his obligations under Article II.3. and/or II.8;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the FMO as a condition of participation in the Agreement procedure or failed to supply 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 his contractual obligations.

**II.14.2.** Prior to termination under point e), h) or j) of Article II.14.1., the Contractor shall be given the opportunity to submit his 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.14.3. 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 his commitments. He 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 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.15 - 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.16 - 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 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.17 - APPLICABLE LAW AND JURISDICTION, SETTLEMENT OF DISPUTES**

- II.17.1. The Agreement shall be governed by the national substantive law of Norway.
- II.17.2. Any dispute between the 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 parties expressly exclude any application for setting aside the arbitral award.

The seat of the arbitration shall be Brussels.

The language of the arbitration shall be English.

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



## SIGNATURES

For the Contractor,

Signature[s]: \_\_\_\_\_

[Name of Contractor] – [Name of signatory], [Title of signatory]

For the FMO,

*Ragna Fidjestøl, Director*

Signature: \_\_\_\_\_

Done at Brussels, (Date): \_\_\_\_\_

In duplicate in English.

DRAFT

## ANNEX I

### **Terms of Reference for a Framework Agreement on Appraisals, Monitoring, Evaluations and Studies relating to the EEA and Norway Grants (Call for tenders of [Date])**

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 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 when entering into Detailed Contract] implementing Framework Agreement No [Number]

Financial Mechanism Office  
EFTA House, Avenue des Arts 19H  
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**

	<b>ARTICLE III.1: SUBJECT</b>
<b>III.1.1.</b>	This Detailed Contract implements Framework Agreement No <i>[complete]</i> between the FMO and the Contractor.
<b>III.1.2.</b>	The subject of this Detailed Contract is the performance of <i>[keep as relevant: an appraisal, a monitoring / an evaluation / a study]</i> related to <i>[specify]</i> .
<b>III.1.3.</b>	The Contractor undertakes, on the terms set out in the Agreement and in this Detailed Contract and the Annexes thereto, which form an integral part thereof, to perform the tasks specified in Annex C to this Detailed Contract.
	<b>ARTICLE III.2: WORK PLAN AND TIMETABLE</b>
<b>III.2.1.</b>	This Detailed Contract shall enter into force <i>[on the date on which it is signed by the last contracting party<sup>4</sup> / on (complete) if it has already been signed by both contracting parties]</i> .
<b>III.2.2.</b>	<p>The submission date for the draft Report shall be <i>[date]</i><i>[14 days after the completion of the fieldwork]</i>.</p> <p>The FMO shall provide any questions or comments regarding the draft Report <i>[by date]</i><i>[within 14 days after the receipt of the draft Report]</i>. The Contractor shall review and revise the draft Report in order to adequately respond to the FMO's questions and comments.</p> <p><i>[The Contractor shall submit the draft Report as approved by the FMO (pre-final Report) to the entity subject to the engagement for comments]</i>.</p> <p>The final Report shall be submitted to the FMO no later than <i>[date]</i> <i>[14 days after any comments from the FMO have been received]</i><i>[[insert] days after any comments from the entity subject to the engagement are received]</i>.</p>
	<b>ARTICLE III.3: MAXIMUM PRICE</b>
<b>III.3.1.</b>	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.
<b>III.3.2.</b>	The maximum 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.

<sup>4</sup> 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.

	<b>ARTICLE III.4: TEAM</b>
<b>III.4.1.</b>	The Responsible Contact Person at the FMO is:  <i>[Full name, email address and telephone number]</i>
	The Head of Results and Evaluation 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>
<b>III.4.2.</b>	The Contractor appoints the following Team Leader:  <i>[Full name, email address and telephone number]</i>
	<b>ARTICLE III.5: ANNEXES</b>
	Annex A - EFTA Instructions on invoicing of travel related expenses
	Annex B - Daily Subsistence Allowances – Valid as of <i>[Date]</i> to be replaced whenever a subsequent version becomes valid
	Annex C – Request for Services that gave rise to the Detailed Contract
	Annex D – Offer submitted under the Request for services by the Contractor

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.