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| Contract no. ► |  |
| Project ► | **PROJECT TO DEVELOP A NEW ONLINE SYSTEM FOR THE MANAGEMENT OF GRANTS of THE EUROPEAN YOUTH FoUNDation** |
| Directorate / Department ► | **GENERAL DIRECTORATE OF DEMOCRACY AND HUMAN DIGNITY**  **EUROPEAN YOUTH FoUNDation** |

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**SPECIFIC CONTRACTUAL CONDITIONS - IT**

**These Specific Contractual Conditions (SCC) govern the terms and conditions applicable to the contract between the Supplier (please refer to the Act of engagement) and the Council of Europe[[1]](#footnote-1). They supplement or amend the Council of Europe's** [**General Conditions of purchase**](https://rm.coe.int/council-of-europe-general-conditions-en/168095503e) **(GC) and, where applicable, the Supplementary General Conditions (SGC).**

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| SGC articles | Applicable conditions |
| Terms of award | Contract to a single Supplier  Contract to multiple Suppliers (ranking – cf. TR App. 1)  Contract to multiple Suppliers (pooling – cf. TR App. 1) – awarding methodology: |
| Article 9.1 and 9.2  Price update/revision | In accordance with Article 9.1.1 SCC, general rules, the prices are deemed to be firm and in principle are not revisable during the entire duration of the contract  By derogation from Article 9.1.1 SCC and in accordance with Article 9.2.2 SCC, prices may be revised according to the following periodicity and formula:  prices will be reviewed annually according to the following formula:  P1 = P0 x (T1 / S0) where:  P1 = contract price after revision  P0 = starting contract price following the contract price resulting from the last revision  T1 = Indice Syntec fu December of the year of revision  T0 = Index then the Syntec Index for the month of *December* of the year preceding the revision. Prices will be revised |
| Article 10.2  Advances | The contract does not provide for any payment of advances  The contract provides for an advance on payment under the following conditions: ......................................................  ☐ Not applicable |
| Article 10.9.1  Final payment and final partial payments | Not applicable  The contract provides for a partial payment of the services after performance of: ....... |
| Article 13  Penalties | By derogation from Article 13, the contract does not provide for penalties  Penalties for delay are calculated according to the formula indicated to the SGC the amount of the penalty being fixed at 350 € per day  Penalties for non-quality are set at ....  **Notwithstanding the foregoing, the Commission reserves the right to seek compensation for any damage caused by incidents of delay.** |
| Article 18.1  Storage | The contract does not provide for any storage obligation by the Provider  The contract provides for an obligation to be stored by the Provider on its own premises  The contract provides for an obligation to be stored by the Provider on the premises of the Council |
| Article 29.3  Guarantee | During guarantee period, the Provider must respect the following deadlines for carrying out repairs / developments: 12 months  During guarantee period, the Provider must respect the same deadlines as the contractual deadlines indicated in the technical specifications of the contract  There is no warranty period |
| Article 29.6  Guarantee of compliance of standard software | There is no guarantee of conformity  In accordance with Article 29.6 SGC, the Provider guarantees the conformity of the standard software with the technical specifications of the contract |
| Article 32  Termination of the provision of deliverables | The contract does not provide a transition period  The contract provides a transition period, the amount of which is fixed in the financial documents of the contract |
| Article 36.2  Availability of source codes | The source codes are accessible under the conditions defined in the developer's suitcase provided as an attachment to the dossier.  By derogation from Article 36.2 SGC, source codes are not accessible  The contract does not refer to source codes |
| Article 37  Rules governing intellectual property rights or rights of any nature relating to results not involving standard software | Option B  Option A – In the case of software licences, the technical documents shall specify the number of copies or users of the software and the future evolution of this number for the Council of Europe.  The technical details of sub-articles 37 A or B (depending on the option chosen) are included in the technical specifications |
| Article 42  Termination for reasons of general interest | By derogation from Article 42 SGC, no compensation is provided for in the event of termination for reasons of public interest, including as a result of a decision of the Committee of Ministers of the Council of Europe.  In accordance with Article 42 CGS, the Service Provider may claim a termination indemnity obtained by applying a percentage of 5% to the initial amount excluding taxes of the contract, less the unrevised amount excluding taxes of the services received.  In accordance with Article 42 CGS, the Service Provider may claim a termination indemnity obtained by applying to the initial amount excluding taxes of the contract, less the unrevised amount excluding taxes of the services received, a percentage of .................. % |
| Language prevalence | When the contract is written in several languages, the French version prevails in case of any contradiction or translations issues of the contacts’ clauses  ☐ As an exception, the …………….. version prevail in case of any contradiction or translation issues of the contracts’ clauses |

1. Avenue de l'Europe, 67075 Strasbourg Cedex, France [↑](#footnote-ref-1)