

Signature: [illegible] R3  
17/06/09

**SPECIFIC CONTRACT No TREN/09/ADM/SI2.535264**  
implementing Framework Contract No PO/2006-39-Dir D, "Integrated communication services"

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this Contract by Mr Fotis Karamitsos, Directorate G, Directorate General for Energy and Transport, Directorate G.

of the one part,

and

European Services Network  
Société anonyme (Belgian law)  
Galerie Ravenstein 4  
B-1000 Brussels  
Registration number: RPM 0428 304 785  
VAT registration number: BE 0428 304 785

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by Mr Koenraad Tommissen, Managing Director

of the other part,

HAVE AGREED

**ARTICLE I.1: SUBJECT**

- I.1.1** This specific contract implements Framework Contract No PO/2006-39/Dir D – "Integrated communication services" - signed by the Commission and the Contractor on 13 December 2007.
- I.1.2** The subject of this specific contract is the implementation of a communication campaign to promote the two European navigation satellite systems Galileo and EGNOS, making use of all relevant communication channels.
- I.1.3** The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the Annexes thereto, which form an integral part thereof, to perform the tasks specified in Annex A – Request for offer.

**ARTICLE I.2: DURATION**

- I.2.1** This specific contract shall enter into force on the date on which it is signed by the Commission.
- I.2.2** The duration of the tasks shall not exceed **12 months**. Performance of the tasks shall start on the date of entry into force of the specific contract.

The Contract may be renewed once only for a period of 12 months, under identical terms and conditions, with the express written agreement of the parties before such period elapses.

how?: Amendment / exchanges of letters.

ENTREE

TREN R3

17. 06. 2009

POUR ACTION

COPIE

NO ACTION  
GIVE IT TO WHOM / HAS  
BY THE ORIGINAL

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### ARTICLE I.3 - PRICE

**I.3.1** The amount to be paid by the Commission under the first phase of this specific contract shall be **EUR 339.904,00** (three hundred thirty-nine thousand nine hundred and four) covering all tasks executed.

If the contract is renewed, the amendment shall indicate the payment of the second phase.

**I.3.2** For Contractors established in Belgium, the provisions of this contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): "*Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA*" or an equivalent statement in Dutch or German.

### ARTICLE I.4 – PRÉ-FINANCING, INTERIM PAYMENTS AND PERFORMANCE GUARANTEE

#### **I.4.1 Pre-financing**

Not applicable.

#### **I.4.2 Interim payments**

Requests for interim payment by the Contractor shall be admissible if accompanied by:

- an interim technical report
- statements of reimbursable expenses in accordance with Article II.7 of the framework contract,
- the relevant invoices, indicating the reference number of the specific contract to which they refer,

provided that the Commission has approved the report.

The Commission shall have a period of 20 days from the date of receipt to approve or reject the report, and the Contractor shall have a period of 15 days in which to submit further information or a new report.

Within 20 days of the date of receipt of the relevant invoice(s) following the date on which the report is approved by the Commission, an interim payment corresponding to the relevant invoices, equal to 50 % of the total amount referred in the relevant order or specific contract shall be made.

#### **I.4.3 Payment of the balance**

The request for the payment of the balance shall be admissible if accompanied by

- the final report
- the final statement of reimbursable expenses in accordance with Article II.7 of the framework contract,
- the relevant invoices, indicating the number of the specific contract to which they refer.

#### I.4.4 Performance guarantee

Not applicable.

#### ARTICLE I.5 – BANK ACCOUNT

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

Name of the bank:	ING BELGIUM NV/SA
Address of branch in full:	Rue du Trône, 1
Exact designation of account holder:	European Service Network SA
Full account number including codes:	310 1801689 97
IBAN code:	BE54 3101 8016 8997

#### ARTICLE I.6 – ADMINISTRATIVE PROVISIONS

The persons responsible for implementing the services under this specific contract are:

For the Commission

- Administrative and technical questions:

Ms Isabelle Maes  
Commission of the European Communities  
Directorate-General for Energy and Transport  
Unit G5-C Institutional Relations & Communications  
DM 28 02/71  
B – 1049 Brussels

- Financial matters:

Mrs Paloma Aba Garrote  
Commission of the European Communities  
Directorate-General for Energy and Transport  
Unit R3 – Financial management  
DM 24 01/060  
B – 1049 Brussels

For the Contractor:

Dr Koenraad Tommissen  
Managing Director  
European Service Network S.A.  
Société anonyme (Belgian law)  
Registration Number: RPM 0428 304 785  
Galerie Ravenstein, 4  
1000 Ixelles

**ARTICLE I.7: ANNEXES**

**Annex A** – Request for offer

**Annex B** – Contractor's specific tender

**SIGNATURES**

For the Contractor,  
**EUROPEAN SERVICE NETWORK**  
**DR. KOENRAAD TOMMISSEN**

Signatures: \_\_\_\_\_

Done at Brussels,

12 ~~11~~ 09

In duplicate in English.

For the Commission,  
**MR FOTIS KARAMITSOS,**  
Director

Signatures: \_\_\_\_\_

Done at Brussels,