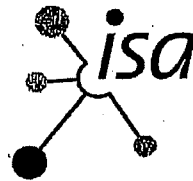




EUROPEAN COMMISSION  
DIRECTORATE-GENERAL  
INFORMATICS

Interoperability solutions for European public administrations (ISA)



### **SPECIFIC CONTRACT No 1**

implementing Framework Contract No PO/2006-39-Dir D, "Integrated communication services"

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this Contract by

Mr. Francisco García Morán  
Director-General  
Directorate-General for Informatics

of the one part,

and

**MOSTRA S.A.**  
Société anonyme (belgian law)  
Registration Number: 0429 063 662  
Globe Village  
Chaussée d'Alseimberg 1001  
1180 Bruxelles  
Belgium  
VAT registration number: BE 429 063 662

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by Mr. Alain NANDRIN, 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 13/12/2007 last amended by the amendment No 1, signed on 4/12/2009.

**I.1.2** The subject of this specific contract is:

**Communication strategies, communication plans and communication campaigns for the ISA programme and its individual actions; Communication services and communication support.**

**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 following tasks as specified in Annex A.

**WP (Work Package) 01:**

- ISA identity/branding
- Communication strategy
- Communication plan
- Communication campaign

**WP02:**

- Website creation
- Website maintenance (12 months)

**WP03:**

- Communication strategy
- Communication plan
- Communication campaign

**WP04:**

- Communication strategy
- Communication plan
- Communication campaign

**WP05:**

- Communication strategy
- Communication plan

**WP06:**

- Communication strategy and communication plan
- Communication campaign

**WP10:**

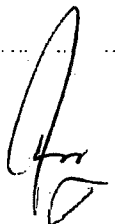
- Monitoring and evaluation

**WP 11:**

- On-call communication services

**I.1.4** The contractor undertakes to complete these tasks within the budget as specified below, in Euro.

Work Package	Budget
WP01	250.000,00
WP02	100.520,00
WP03	500.000,00
WP04	125.000,00
WP05	13.440,00
WP06	75.000,00
WP10	125.000,00
WP11	241.040,00
<b>Total</b>	<b>1.430.000,00</b>



**I.1.5** The amounts per Work Package specified in Article I.1.4 can be amended by the Commission upon the completion by the Contractor and acceptance by the Commission of communication plans for specific work packages or other documentation defining the deliverables per Work Package.

## **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 15 months. Performance of the tasks shall start on the date of entry into force of the specific contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

## **ARTICLE I.3 - PRICES**

**I.3.1** The total amount to be paid by the Commission under this specific contract can not exceed EUR 1.430.000 covering all tasks executed.

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 -PRE-FINANCING, INTERIM PAYMENTS AND PERFORMANCE GUARANTEE**

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

Not applicable

### **I.4.2 First interim payment**

A request for the first interim payment by the Contractor in accordance with the instructions laid down in Annex I of the Framework service contract No PO/2006-39/Dir D will be admissible if accompanied by:

- an interim technical report
- statements of reimbursable expenses in accordance with Article II.7 of the Framework service contract No PO/2006-39/Dir D
- the relevant invoices, indicating the reference number of the Contract and of the order or specific contract to which they refer,

provided that the Commission has approved the report and provided that the Commission has received and approved following deliverables:

#### **WP01:**

- ISA identity/branding
- Communication strategy

- Communication plan
- WP03:**
- Communication strategy
  - Communication plan
- WP04:**
- Communication strategy
  - Communication plan

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 20% of the total amount referred in the relevant order or specific contract shall be made.

#### **I.4.3 Second interim payment**

Requests for interim payment by the Contractor in accordance with the instructions laid down in Annex I of the Framework service contract No PO/2006-39/Dir D shall be admissible if accompanied by:

- an interim technical report
- statements of reimbursable expenses in accordance with Article II.7 of the Framework service contract No PO/2006-39/Dir D
- the relevant invoices, indicating the reference number of the Contract and of the order or 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 25% of the total amount referred in the relevant order or specific contract shall be made.

#### **I.4.4 Third interim payment**

Requests for interim payment by the Contractor in accordance with the instructions laid down in Annex I of the Framework service contract No PO/2006-39/Dir D shall be admissible if accompanied by:

- an interim technical report
- statements of reimbursable expenses in accordance with Article II.7 of the Framework service contract No PO/2006-39/Dir D

- the relevant invoices, indicating the reference number of the Contract and of the order or 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 25% of the total amount referred in the relevant order or specific contract shall be made.

#### **I.4.5 Payment of the balance**

To be valid, the Contractor's request for payment of the balance must be accompanied by:

- the final technical report in accordance with the instructions laid down in Annex A,
- statements of reimbursable expenses in accordance with Article II.7 of the Framework service contract No PO/2006-39/Dir D
- the relevant invoices, indicating the reference number of the Contract and of the order or specific contract to which they refer,

provided that the Commission has approved the report.

The Commission shall have a period of 45 days from the date of receipt to approve or reject the report, and the Contractor shall have a period of 20 days in which to submit further information or a new report.

Within 30 days of the date on which the Commission approves the report, payment of the balance corresponding to the invoices concerned shall be made.

#### **I.4.6 Performance guarantee**

Not applicable

### **ARTICLE I.5 – SPECIFIC PROVISIONS**

**I.5.1** The Commission will take the decision on the content and activities necessary for the delivery of communication campaigns for WP 01, 03, 04 and 06 based on the communication strategies and communication plans delivered for the specific Work Packages during the implementation of the specific contract.

**I.5.2** Should the campaign team (ISA information office) as described in the Annex B (contractor's specific tender) be deployed for the performance of the specific contract, the following conditions will apply:

**I.5.2.1.** The contractor will provide monthly reporting on the team's performance and produced output based on the previously agreed indicators.

**I.5.2.2.** Should the team not reach the agreed indicators for two consecutive months, the Commission reserves the right to reassign the budget allocated for the ISA communication team and will cover only justified and demonstrable costs already borne by the contractor. In this case, the contractor, at no additional cost for the Commission, will provide a proposal for an alternative use of budget.

**I.5.3** The exact scope of the activities to be undertaken for the delivery of WP10 shall be defined during the implementation of the specific contract.

**I.5.4** For the on-call communication products and services within the WP 11, the Commission will only pay for the communication products and services that were delivered by the Contractor and approved by the Commission.

**I.5.5** Three weeks before the end of the contract, the contractor shall deliver a draft final report.

The contractor will take due consideration of comments made by the Commission up to two weeks after the delivery of the draft final report.

#### **ARTICLE I.6: ANNEXES**

**Annex A – Specifications**

**Annex B – Contractor's specific tender of 03.11.2010**

#### **SIGNATURES**

For the Contractor,  
[company name/forename/surname/function]

Signature(s):

Done at [Brussels], [date]

In duplicate in [English].

For the Commission,  
[forename/surname/function]

Signature[s]:

Done at [Brussels], [date]