

**SPECIFIC CONTRACT ENER/A2/ADM/2012-FV93-01/SI2.611144/CS 2-2012/33  
implementing Framework Contract No 2010-01/MOVE/ENER/SRD.6-Lot n°2**

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 Fabrizio Barbaso, Deputy Director-General of the Directorate-General for Energy and Acting Director of the Energy Policy Directorate,

of the one part,

and

Emakina Belgique SA

Statutory Registration Number: 0463 478 965

VAT registration number: BE-0463 478 965

Rue de Middelbourg, 64a, 1170 Bruxelles

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by Mr François Lefèbvre, Managing Partner,

of the other part,

HAVE AGREED

**ARTICLE I.1 – SUBJECT**

- I.1.1 This specific contract implements Framework Contract No 2010-01/MOVE/ENER/SRD.6-Lot n°2 signed by the Commission and the Contractor on 13/09/2010 and its first amendment.
- I.1.2 The subject of this specific contract is the production in the English language of a video animation on research and innovation in energy as well as the on-line promotion of the clip in selected European markets.
- 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 1.



## **ARTICLE I.2 – DURATION**

- I.2.1** This specific contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** The duration of the tasks shall not exceed 10 months. Execution of the tasks shall start from date of entry into force of this 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: REPORTS AND DOCUMENTS**

- I.3.1** The tasks carried out by the Contractor in performance of this contract shall be subject of reports drawn up in accordance with Annex 1.

## **ARTICLE I.4: ACCEPTANCE OF WORK**

- I.4.1** As soon as the services have been performed, the Commission shall issue an acceptance report indicating the date of acceptance and any reservations regarding the services performed.
- I.4.2** If the documents submitted contain errors, the Commission shall notify the Contractor in writing of the problems discovered and request him to submit a corrected version.

## **ARTICLE I.5 – PRICE**

- I.5.1** The maximum total amount to be paid by the Commission under this specific contract shall be EUR 63 279,70 (sixty-three thousand two hundred seventy-nine euros and seventy euro cents) covering all tasks executed.
- I.5.2** In addition to the price, no reimbursable costs are foreseen.

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 the Dutch or German language.

## **ARTICLE I.6 – PAYMENTS**

Any request for payment relating to the performance of the present contract shall be sent to the following address:

European Commission  
Shared Resource Directorate  
Mobility and transport DG/Energy DG  
Mr Nenko Bonev  
SRD.3  
DM 24, 01/035  
B - 1049 Brussels



## **ARTICLE I.7: ADMINISTRATIVE PROVISIONS**

### **I.7.1** The persons responsible for implementing this contract are:

For the Commission:

- Administrative questions: Mr Nenko Bonev, SRD.3, DM 24, 01/35, BE 1049 Brussels
- Technical questions: Ms Maria João Amaro Alfaiate ENER A.2 DM24 3/90 BE-1049 Brussels; Mr Kurt Gläser, ENER.A2, DM 24, 08/146, BE-1049 Brussels

For the Contractor:

- Administrative questions: Mr François Lefèbvre, Managing Partner, Emakina Belgique SA, 64a rue de Middelbourg, 1170 Bruxelles
- Technical questions: Ms Weronika Kasprzak, Production Director, Emakina Belgique SA, same address

### **I.7.2** All correspondence arising out of this specific contract shall be in writing and shall be sent to the persons responsible.

## **ARTICLE I.8 – ANNEXES**

The following documents are annexed to and form an integral part of this specific contract:

**Annex 1** – Specification of tasks

**Annex 2** – Contractor's specific offer

## **SIGNATURES**

For the Contractor,  
Emakina Belgique SA  
François Lefèbvre, Managing Partner

signature: 

Done at Brussels, ..... 11/10/2012 .....

In duplicate in English.

For the Commission,  
Fabrizio Barbato,  
Deputy Director-General and Acting Director

signature: 

Done at Brussels,.....

