

SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the Articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

This contract is a global price contract.

Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the main conditions;
- the special conditions;
- the general conditions (Annex I);
- the terms of reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II);
- the organisation and methodology including clarification from the tenderer provided during tender evaluation (Annex III);
- specified forms and other relevant documents (Annex VI);

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

Article 2 Communications

2.1 The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

2.2 Communication details

2.4 Communication via electronic exchange system (EES)

An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 of the special conditions or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

After the entry into force of this contract, at any time during its course the contracting authority may formally notify in writing the contractor that certain communications will be made by electronic means through the EU Funding & Tenders Portal (the Portal), in accordance with the Portal Terms and Conditions and using the forms and templates provided there. The Portal can be accessed via the following URL:

<https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/home> The notification shall indicate whether all or only certain communications under the contract will take place through the Portal. The notification shall have full legal effect from the date specified

therein, which shall allow a reasonable period of time for the contractor to complete all necessary steps to have access to the Portal. The activation of the use of the Portal shall be at no additional cost for the contracting authority.

If the use of the Portal is activated, any communication covered by the activation notification related to the implementation of this contract shall be made through the Portal (except if explicitly instructed otherwise by the contracting authority or if communication via the Portal is hindered by factors beyond the control of the parties).

Communications by contractors through the Portal must be made by persons authorised according to the Portal Terms and Conditions. For naming the authorised persons to use the Portal, each contractor must designate before the date of effect of the activation notification a 'legal entity appointed representative (LEAR)'. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

If the communication via the Portal is hindered, instructions will be provided by the contracting authority by email and may also be published on the Portal.

During the course of the contract, the contracting authority reserve(s) the right to further extend the coverage of the communications made through the Portal (if its use has been already activated) or to activate the use of other electronic exchange systems, at no additional cost for the contracting authority.

In case of discrepancy between the clauses of the Portal Terms and Conditions or Terms and Conditions of other electronic exchange system and the clauses of this contract, the clauses of this contract (including its annexes) shall prevail.

2.5 & 2.6 Mail or email communication

If communications through the Portal have not been activated or a certain type of communication is not yet supported by the Portal, communications will be sent via email, or, exceptionally, on paper, via mail services, to the following addresses, until communications via the Portal are activated.

For the purpose of this contract, mail or email communications must be sent to the following addresses:

Contracting Authority

Center for Understanding and Institutional Cooperation

Address: Bul Krste Misirkov Nr 11 Lok 46, Mezanin, Skopje

E-mail: infoqmbi@gmail.com

Contractor (or leader in the case of a joint tender):

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

Article 4 Subcontracting

4.9

No additional provisions apply beyond those set out in the General Conditions.

Article 7 General obligations

7.8

The contractor shall ensure appropriate visibility of the European Union funding and the Interreg IPA Greece–North Macedonia Programme in all outputs and activities carried out under this contract.

All deliverables, reports, and communication materials produced under the contract shall include the relevant EU and Programme logos and disclaimers, in accordance with the latest Communication and Visibility Requirements for EU-funded external action and the Programme's communication guidelines.

The contractor shall ensure that:

- all outputs (including reports, policy documents, and dissemination materials) clearly acknowledge EU co-financing;
- visual identity elements (logos, disclaimers) are correctly used and visible;
- any dissemination or communication activity carried out under the contract complies with the applicable visibility rules.

All visibility materials shall be subject to prior approval by the contracting authority.

Article 12 - Liabilities

12.2

By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to 100,000.00 EUR

Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

Article 27 Approval of reports and documents

27.5

The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall in any case be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the documents or reports.

Article 28 Expenditure verification

28.2

By derogation from article 28 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.

Article 29 Payment and interest on late payment

29.1 Payments shall be made in accordance with the following the option:

Month		EUR
1	Maximum pre-financing payment ¹	20% of the contract value upon signature of the contract;
2	Payment 1	38% upon approval of Output D5.1 (Sustainability Framework);
3	Payment 2	23% upon approval of Output D5.2 (Capitalisation and Knowledge Transfer Package)
4	Payment 2	15% of the contract value upon approval of Output D5.3 (Policy Recommendation Handbook / Sustainability & Exploitation Output)
4	Balance	5% of the contract value upon approval of the final report and all contractual obligationsreport
	Total	100% of total contract value

The first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required. In case the use of the electronic exchange system under Article 2.4 of the special conditions is not activated, the contractor must send an invoice for the pre-financing payment. Otherwise the first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required.

By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 90 days after receipt by the contracting authority of an invoice and of the reports, subject to approval of those reports in accordance with Article 27 of the general conditions.

By derogation from article 29 the verification will be made by the contracting authority and all references to an expenditure verification report will not be applicable.

29.3

By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

29.5 Payments shall be made in national currency in accordance with Article 29.4 of the general conditions.

Article 30 Financial guarantee

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

¹ The contractor is not obliged to ask for pre-financing.

Article 31 Recovery of debts from the contractor

31.3 Any payment may be offset against outstanding debts of any consortium member.

Article 40 Settlement of disputes

Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of Republic of North Macedonia national legislation.

Article 42 Data Protection

For the purpose of Article 42 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

- (a) the controller for the processing of personal data carried out within the Commission is
the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations
- (b) the privacy statement is available at:
[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):General](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General)

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC² and as detailed in the specific privacy statement published at ePRAG.]]

Article 43 Further additional clauses

No additional clauses apply to this contract.

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² OJ L 205 of 21.11.2018, p. 39