**DRAFT SERVICE CONTRACT**

**REFERENCE: UE/MOST/SERVICE\_PROVISION\_001\_MEDIA\_DEVELOPMENT**

**Financed through the project “MOST - Media Organisations for Stronger Transnational Journalism”, co-funded under the Call for Proposals (CREA-CROSS-2024-JOURPART)”**

**Centro per la Cooperazione Internazionale, CCI**

Legal status: Associazione non a scopo di lucro (Non-profit organization as per Italian law)

Full official address: Vicolo San Marco, 1 Trento, TN, Italy

Official registration and VAT number: 02076540224

(‘the contracting authority’),

of the one part,

and

Full official name of the contractor and acronym

Legal status: ...

Official registration number: ...

Full official address: ...

VAT number[[1]](#footnote-0): ...

(‘the contractor’)

of the other part,

have agreed as follows:

**CONTRACT TITLE: “DESIGN AND DELIVERY OF TRAININGS, CONSULTANCY AND MULTIMEDIA CONTENT PRODUCTION FOR THE PROJECT “MOST - GA number 101180285”**

**(1) Subject**

The subject of this contract is the “DESIGN AND DELIVERY OF TRAININGS, MENTORING AND MULTIMEDIA CONTENT PRODUCTION OF THE PROJECT “MOST - MEDIA ORGANISATIONS FOR STRONGER TRANSNATIONAL JOURNALISM**”,** done in **Trento, Italy**, with identification reference **UE/MOST/Service\_provision\_001\_MEDIA\_DEVELOPMENT** (‘the services’).

The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract.

**(2) Contract value**

This contract, established in Euro, is a global price contract. The contract value is Euro … .

**(3) 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 contract agreement;
* the special conditions;
* the general conditions (Annex I);
* the terms of reference (Annex II);
* Budget (Annex III)-

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.

**(4) Language of the contract**

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.

**(5) Other specific conditions applying to the contract**

**Rights of Use of the Results**

All materials and documents produced in the framework of this service belongs to the Centro per la Cooperazione Internazionale and may be used by the project partners for educational, dissemination and policy information purposes and no further charges shall be borne or recognised to the subcontractor by the Centro per la Cooperazione Internazionale because of this. By entering this contract, the subcontractor authorises the Centro per la Cooperazione Internazionale and its project partners to publish on their channels what is listed above during and beyond the duration of the project.

Done in English in two originals, one original for the contracting authority and one original for the contractor.

| **For the contractor** | | **For the contracting authority** | |
| --- | --- | --- | --- |
| Name: |  | Name: Marco TUBINO |  |
| Title: |  | Title: President |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

**SPECIAL CONDITIONS**

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 contracting authority, other clauses can be indicated to cover particular situations.

**Article 2 - Communications**

The contact persons of the contract are:

For the contracting authority: Name Surname, role

Email

For the contractor: Name Surname, role

Email

The parties may communicate via email, telephone, and other online communication tools. Only communication via email will be considered official.

**Article 7 - General obligations**

The contractor shall comply with the obligations towards visibility of the Action as specified in the Communication & Visibility Plan of the project.

**Article 19 - Implementation of the tasks and delays**

The start date for implementation shall be the date of signature of the contract by both parties.

The period for implementing the tasks is … months from the start date. Under no circumstances shall the implementation period for implementing the tasks exceed the implementation period of the project.

**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**

The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports or outputs 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 or outputs within the time limit, the contractor may request written acceptance of them. The documents or reports or outputs 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 or outputs.

**Article 29 - Payment and interest on late payment**

Payments shall be made in accordance with the following option: global price.

Payments shall be made in euro into the bank account notified by the contractor to the contracting authority.

| **Tentative Month of the contract \*** |  | **EUR (amount)** | **%** |
| --- | --- | --- | --- |
| 1 | Payment based on the delivery of the inception report | ...EUR | …% |
| … | Payment based on the delivery of the output(s) of months 1 to … | ...EUR | …% |
| … | Payment based on the delivery of the output(s) of months … to … | ...EUR | …% |
| … | Payment based on the delivery of the output(s) of months … to month …, minus the balance | ...EUR | …% |
| … | Balance (at confirmation of general acceptance of all outputs and any other pending deliverables) | ...EUR | 10% |
|  | **Total** | ...EUR | 100% |

*\*The payment schedule is to be updated according to the agreement reached with the subcontractor on the basis of* their *proposed schedule in their technical and financial offer.*

**Article 40 - Settlement of disputes**

Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Trento, Italy, in accordance with the national legislation of the state of the contracting authority.

**Article 42 - Data Protection**

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 the applicable EU and international law.

To the extent that the contract covers an action financed by the European Union, CCI 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, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[2]](#footnote-1) and as set out in the [Funding & Tenders Portal Privacy Statement](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/ftp/privacy-statement_en.pdf).

\* \* \*

1. Except where the contracting party is not VAT registered. [↑](#footnote-ref-0)
2. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-1)