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REFERENCE:

FRAMEWORK CONTRACT

PR AGENCY FOR THE IOC 2022-2025 PROMOTION CAMPAIGN IN AUSTRALIA

The International Olive Council (hereinafter referred to as "the IOC"), represented by the Executive Secretariat (hereinafter referred to as "the E.S."), which is represented for the purposes of the signature of this contract by Abdellatif Ghedira, Executive Director, of the one part,
and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"), [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below
and the following Annexes:

- Annex I** Tender Specifications (PR agency for the IOC 2022-2025 Promotion Campaign in Australia)
- Annex II** Contractor's Tender
- Annex III** (a) Request for services
(b) Specific contract
(c) Model of pre-financing Guarantee

which form an integral part of this contract (hereinafter referred to as "the Contract").

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the specific contracts (Annex III), the latter taking precedence over the Tender (Annex II).



Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the E.S., subject to the rights of the Contractor under Article I.8 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Contract is to carry out different promotional activities in the framework of the IOC campaign for 2022-2020 in Australia.
- I.1.2** Signature of the Contract imposes no obligation on the E.S. to purchase. Only implementation of the Contract through specific contracts is binding on the E.S.
- I.1.3** Once implementation of the Contract has been requested or has commenced, the Contractor shall reply or provide the services in accordance with all terms and conditions of the Contract.
- I.1.4** The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the E.S.

ARTICLE I.2 - DURATION

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Provision of the services may under no circumstances begin before the date on which the specific contract enters into force.
- I.2.3** The Contract shall come to an end on 31 December 2025.
- I.2.4** The specific contracts shall be returned, signed, before the expiry of the Contract to which they refer. The Contract shall continue to apply to such specific contracts after their expiry, but no later than six months.

ARTICLE I.3 – PRICES

- I.3.1** The prices of the services shall be as specified in Annex II.



I.3.2 An exchange rate will be fixed for each period according to the following calculation:

- For September 2022 – December 2022: the average exchange rate € / AUD (Australian dollars) for the months of April, May and June 2022 will be taken, and the average of these three will be used as the exchange rate.
- For the period March 2023 – December 2023: the average exchange rate € / AUD (Australian dollars) for the months of October, November and December 2022 will be taken, and the average of these three will be used as the exchange rate.
- For the period January 2024 – December 2024: the average exchange rate € / AUD (Australian dollars) for the months of August, September and October 2023 will be taken, and the average of these three will be used as the exchange rate.
- For the period January 2025 – December 2025: the average exchange rate € / AUD (Australian dollars) for the months of August, September and October 2024 will be taken, and the average of these three will be used as the exchange rate.

The exchange rate will be calculated according to the rates published in the European Commission exchange rate (inforeuro): https://ec.europa.eu/info/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-inforeuro_es

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

I.4.1 Within 10 working days of a request for services being sent by the E.S. to the Contractor, the contractor shall return a duly justified estimate of the resources to be allocated for its execution, with particulars in support. Within 10 working days of a specific contract being sent by the E.S. to the Contractor, the E.S shall receive it back, duly signed and dated.

ARTICLE I.5 – PAYMENT PERIODS

Payment for the services provided shall be made on presentation of an invoice. Payment will only be made if the successful tenderer has fulfilled all his contractual obligations on the date on which his invoice is sent. Invoices shall be paid by bank transfer and shall necessarily be sent by e-mail only to the following address: factura@internationaloliveoil.org.

I.5.1. Pre-financing:



To be regulated in the specific contracts

I.5.2 Interim payments:

To be regulated in the specific contracts.

I.5.3. Payment of the balance:

The request for payment of the balance of the services provided under a specific contract shall be admissible if accompanied by:

- all the deliverables in accordance with the instructions laid down in this contract and in the specific contract;
- the relevant invoice, indicating the reference number of the specific contract to which it refers provided the deliverable has been approved by the E.S.

The E.S. shall have 30 days from receipt to approve or reject the deliverables, and the Contractor shall have 15 days in which to submit additional information or a new deliverable.

Within 30 days of the date on which the deliverable is approved by the E.S., payment of the balance corresponding to the relevant invoice shall be made. The request for payment of the balance of the Contractor shall be admissible if accompanied by the relevant invoice.

I.5.4. Invoicing:

Invoices must be prepared by the Contractor containing the following minimum information:

- the name and address of the Contractor;
- the date and number of the invoice;
- the Framework Contract and the specific contract numbers (both mentioned on the first page of each type of contract);
- the final payment;
- the price before and after any taxes.

Invoices sent before approval of the applicable deliverable will be suspended until after the approval of the deliverable.

I.5.5. Performance guarantee:

The IOC shall require the contractor to lodge a security in advance in order to ensure full performance of the contract.



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The guarantee shall be denominated in euros and shall be supplied by a bank or an authorised financial institution with the effect of making the bank or financial institution or the third party stand as irrevocable collateral security, or first-call guarantor of the contractor's obligations.

The performance guarantee shall be lodged by the successful tenderer upon the signature of the contract and shall represent 10% of the total value of the contract. It shall expire, at the earliest, upon the finalisation of the contract. In the event of poor contract performance, the guarantee in full shall be retained.

ARTICLE I.6 – BANK ACCOUNT

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

Name of bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete]

Full account number including codes: [complete]

[IBAN code: [complete]]

Changes of bank account must be made by written agreement signed by the parties and must be indicated on the invoice or demand for payment.

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract and to its implementation shall be made in writing and shall bear the Contract and specific contract numbers. Ordinary mail shall be deemed to have been received by the E.S on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Executive Secretariat:

Mr Abdellatif Ghedira
Executive Director
International Olive Council
C/Príncipe de Vergara, 154
28002 MADRID, Spain

Tel: 34.91.590.36.38/Fax: 34.91.563.12.63

E-mail: iooc@internationaloliveoil.org



Contractor:

Mr/Mrs/Ms [complete]
[Function] [*Company name*]
[Official address in full]

ARTICLE I.8– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.8.1. The Contract shall be governed by the national substantive law of Spain.

I.8.1a. Not applicable

I.8.2. Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be settled by legal arbitration by the Court of Arbitration of the Official Chamber of Commerce and Industry of Madrid, which shall be responsible for administering the arbitration and designating the arbitrator in accordance with its Rules and Statutes.

The number of arbitrators shall be one. The place of arbitration shall be Madrid. The arbitrator's decision shall be final and legally binding. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration.

ARTICLE I.9 – DATA PROTECTION

Any personal data included in the Contract shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the IOC's Executive Director, without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with applicable law. The Contractor shall have the right of access to his personal data and the right to rectify any such data that are inaccurate or incomplete.

ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 40 days' formal prior notice. Should the E.S. terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

ARTICLE I.11 – LIQUIDATED DAMAGES

The liquidated damages referred to in Article II.16 may be up to 3% of the amount of the relevant purchase per calendar day of delay.

ARTICLE I.12 – REPORTING



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The contractor shall provide the proper reports including:

- the activities performed;
- relevant proof (if any);
- an assessment of activity achievement.

These reports should be monthly or bi-monthly and the contractor should supply a final report at the end of the contract.



II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

- II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3.** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4.** The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5.** The Contractor shall neither represent the E.S. nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the IOC staff.
- II.1.6.** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the E.S.;
 - the E.S. may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the E.S. any right arising from the contractual relationship between the E.S. and the Contractor.
- II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on E.S. premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him/her without delay. The E.S. shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable



of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

- II.1.8.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the E.S.

The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

- II.1.9.** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the E.S. may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the E.S. may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II.2 – LIABILITY

- II.2.1.** The E.S. shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the E.S.
- II.2.2.** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The E.S. shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3.** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the E.S. by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4.** In the event of any action brought by a third party against the E.S. in connection with performance of the Contract, the Contractor shall assist the E.S. Expenditure incurred by the Contractor to this end may be borne by the E.S.
- II.2.5.** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the E.S. should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS



II.3.1. The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.

Any conflict of interests which could arise during performance of the Contract must be notified to the E.S. in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The E.S. reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the E.S., any member of his staff exposed to such a situation.

II.3.2. The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3. The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract;
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

II.3.4. The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the E.S. should it so request.

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing:

To be regulated in the specific contract.

II.4.2. Interim payments:

To be regulated in the specific contract.

II.4.3. Payment of the balance:



Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the E.S. a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;

If the report is a condition for payment, on receipt the E.S. shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the E.S. does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the E.S. requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1. Payments shall be deemed to have been made on the date on which the E.S.'s account is debited.

II.5.2. The payment periods may be suspended by the E.S. at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the E.S. may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The E.S. shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period shall begin to run again once the suspension has been lifted.

II.5.3. In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*“the reference rate”*) plus



seven percentage points (*“the margin”*). The reference rate in force on the first day of the month in which the payment is due shall apply. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the E.S. may not be deemed to constitute late payment.

ARTICLE II.6 – RECOVERY

- II.6.1.** If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the E.S.
- II.6.2.** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.6.3.** The E.S. may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the IOC that is certain, of a fixed amount and due. The E.S. may also claim against the guarantee, where provided for.

ARTICLE II.7 – REIMBURSEMENTS

Not applicable

ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the IOC, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE II.9 – CONFIDENTIALITY

- II.9.1.** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.
- II.9.2.** The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not



divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

- II.10.1.** The Contractor shall authorise the IOC to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data are concerned, Article I.9 shall apply.
- II.10.2.** Unless otherwise provided by the Special Conditions, the E.S. shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the E.S.
- II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the E.S. and shall mention the amount paid by the IOC.

It shall state that the opinions expressed are those of the Contractor only and do not represent the IOC's official position.

- II.10.4.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the E.S. has specifically given prior written authorisation to the contrary.

ARTICLE II.11 – TAXATION

- II.11.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities.
- II.11.3.** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT. Such invoices shall comply with the requirements under the applicable law in the place of taxation.

ARTICLE II.12 – FORCE MAJEURE

- II.12.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have



been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

- II.12.2.** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3.** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.12.4.** The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.13 – SUBCONTRACTING

- II.13.1.** The Contractor shall not subcontract without prior written authorisation from the E.S. nor cause the Contract to be performed in fact by third parties.
- II.13.2.** Even where the E.S. authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the E.S. under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.13.3.** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the E.S. is entitled by virtue of the Contract, notably

ARTICLE II.14 – ASSIGNMENT

- II.14.1.** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the E.S.
- II.14.2.** In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the E.S.

ARTICLE II.15 – TERMINATION BY THE E.S.

- II.15.1.** The E.S. may terminate the Contract in the following circumstances:
- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business



activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where the E.S. has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the E.S. has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the IOC's financial interests;
- (e) where the E.S. has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the E.S. as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the E.S.'s opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the E.S.;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.15.2. In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof



cannot be ensured for a period corresponding to at least one fifth of the period laid down in Article I.2.3.

- II.15.3.** Prior to termination under point (c), (d), (e), (h) or (k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

- II.15.4.** Consequences of termination:

In the event of the E.S. terminating the Contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The E.S. may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the E.S. may engage any other contractor to complete the services. The E.S. shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the E.S. may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

ARTICLE II.16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the E.S.'s right to terminate the Contract, the E.S. may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against



this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the E.S. within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The E.S. and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II.17 – CHECKS AND AUDITS

- II.17.1.** The IOC shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the IOC from signature of the Contract up to five years after payment of the balance.
- II.17.2.** The E.S. or an outside body of its choice shall have the same rights as the IOC for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.
- II.17.3.** In addition, the IOC may carry out on-the-spot checks and inspections and economic or technical controls of contract execution at any time up to five years after payment of the balance. The Contractor may be required to furnish any documentation in due and proper form that is requested to implement such inspections and controls.
- II.17.4.** The audits referred to above may be mid-term or final and may encompass in scope checks of invoices submitted by third parties for work performed in fulfilment of the contract or checks of the work performed by the staff of the company or of any of its subsidiaries or subcontractors and the rates charged for such work.
- II.17.5.** The Contractor may be requested to provide any periodic information requested in connection with the performance of the contract, not only concerning expenditures, but also any other kind of documentation that may be requested.

ARTICLE II.18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT



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Without prejudice to the E.S.'s right to terminate the Contract, the E.S. may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The E.S. may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

SIGNATURES

For the Contractor,

[*Company name/forename/surname/function*]

signature[s]: _____

Done at [place and date]

For the IOC

The Executive Director ,

Abdellatif Ghedira

signature[s]: _____

In duplicate in English



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ANNEX I

TENDER SPECIFICATIONS



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ANNEX II

CONTRACTOR'S TENDER



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ANNEX III (a)

REQUEST FOR SERVICES

(IN THE CONTEXT OF THE FRAMEWORK CONTRACT N°

In the context of the Framework Contract signed on between (name of the contractor) and the E.S., the latter requests your proposal for

The detailed task specifications are attached. [Option: Please note that the maximum budget available for these services is €]. The work is expected to start by [fill date] and all deliverables must be finalised not later than [fill date].

Please submit your dated and signed offer, including the proposed team, work-plan and timetable, before [fill date] to the address:

Executive Secretariat (Promotion Unit)
International Olive Council
C/Príncipe de Vergara, 154
28002 MADRID, Spain

Tel: 34.91.590.36.38/Fax: 34.91.563.12.63
E-mail: iooc@internationaloliveoil.org

The proposal must be in conformity with the Framework Contract and must include:

- the total amount in EUR (€) payable for the services that are the subject of this request (all taxes included);
- the proposed terms of implementation of the activity;
- the composition of the proposed team: names, categories of expertise, CVs and the number of man-days to be supplied, with any proposed use of sub-contracting;
- a statement that you will be able to carry out the services / submit the report before the indicated deadline [and possible specifications regarding details of the work and deliverables];
- A statement on the absence of conflicts of interest.

The conditions for the work are those as specified in the specific contract (Annex II of the Framework Contract). Please note in particular that submission of a proposal implies acceptance of the terms specified in the Special and General Conditions of the above Framework Contract.



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You will be informed whether or not your offer has been accepted withinworking days of receiving your proposal. Please note that this request is only exploratory and does not imply a commitment on the part of the E.S. to assign this service to you.

Attachments:

Draft specific contract

Task specifications (Annex A to specific contract)



ANNEX III (b)

SPECIFIC CONTRACT No [complete] implementing Framework Contract No ...

The International Olive Council (hereinafter referred to as "the IOC"), represented by the Executive Secretariat (hereinafter referred to as "the E.S."), which is represented for the purposes of the signature of this contract by Abdellatif Ghedira, Executive Director.

of the one part,
and

[official name in full]

[official legal form]¹⁶

[statutory registration number]¹⁷

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"¹⁸), [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part,

HAVE AGREED

ARTICLE III.1: SUBJECT

III.1.1 This specific contract implements Framework Contract No [complete] signed by the E.S. and the Contractor on [complete date] [and renewed on complete date].

III.1.2 The subject of this specific contract is [short description of subject]. [This specific contract relates to lot [complete] of the Framework Contract.]

III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [.:][specified in Annex [complete].]

ARTICLE III.2: DURATION

III.2.1 This specific contract shall enter into force [on the date on which it is signed by the last contracting party].

III.2.2 The duration of the tasks shall not exceed [indicate maximum duration]. Execution of the tasks shall start from the date of entry into force of this specific contract or [indicate date]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.



ARTICLE III.3: PRICE

III.3.1 The total amount to be paid by the E.S. under this specific contract shall be EUR [amount in figures and words] (all taxes included) [amount in figures and in words] covering all tasks executed.

III.3.2 In addition to the price no reimbursable costs are foreseen.

III.3.2.1. Request for Pre-financing:

Following signature of the specific contract by the last contracting party, within 30 days of the latest of the following dates:

- the receipt by the E.S. of a request for pre-financing with a relevant invoice and
- the receipt by the E.S. of a duly constituted financial guarantee equal to at least EUR [complete amount in figures and in words]

a pre-financing payment of EUR [complete amount in figures and in words] equal to **25%** of the total amount of this specific contract shall be made.

The amount of the pre-financing will be recovered as a deduction against the first interim payment and, if necessary, against the second interim payment.

III.3.2.2 Request for Interim payment:

Requests for interim payment by the Contractor should be accompanied by the draft invoices and supporting proof and the interim deliverables concerned. Only after approval of the technical report by the E.S, may the Contractor send the invoices asking for payment.

III.3.2.3. Payment of the balance:

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

- all the deliverables in accordance with the instructions laid down in articles I.5.3 and I.12 of the framework contract and in article III and IV of this contract.
- the relevant invoice, indicating the reference number of the specific contract to which it refers provided the deliverable has been approved by the E.S.

The E.S. shall have 30 days from receipt to approve or reject the deliverables, and the Contractor shall have 15 days in which to submit additional information or a new deliverable.



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Within 30 days of the date on which the deliverable is approved by the E.S., payment of the balance corresponding to the relevant invoice shall be made. The request for payment of the balance of the Contractor shall be admissible if accompanied by the relevant invoice.

ARTICLE III.4 PAYMENTS

Where required by Article III.3.2.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the E.S. at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the E.S. to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The E.S. shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. Interim payments:

At the end of each activity or at the end of each month in the case of services rendered on a long-term basis, the Contractor shall submit to the E.S. a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down by the E.S.;
- the relevant invoices indicating the reference number of the Contract to which they refer;



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If the report is a condition for payment, on receipt the E.S. shall have the period of time indicated in the Framework contract in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the E.S. does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the E.S. requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Framework contract. The new report shall likewise be subject to the above provisions.

ARTICLE III.4: ANNEX Annex A – Contractor's specific offer in reply to the request (no [complete] of [complete])

SIGNATURES For the Contractor,

For the E.S.

Done at [Madrid], [date]

Done at [Madrid], [date]



ANNEX III (c)

PERFORMANCE AND RETENTION MONEY

FINANCIAL GUARANTEE MODEL

(This document must be drawn up on the financial institution's headed paper)

REFERENCE: GUARANTEE NO [...]

SUBJECT: FINANCIAL GUARANTEE COVERING THE PERFORMANCE GUARANTEE MADE UNDER CONTRACT NUMBER COI/ 200X / ... / .. / ..

We, the undersigned [name, address and telephone number of financial institution], represented by M [position], hereby irrevocably declare that we jointly and severally provide an irrevocable and unconditional guarantee as primary guarantor on behalf of [name and address of Firm] for the payment to the Executive Secretariat of [insert amount equal to 10% of the amount fixed in the contract, in words and figures] corresponding to the guarantee referred to in Article the agreement [insert agreement number and acronym] signed between the .. [name and address of Firm] and the Executive Secretariat (hereafter referred to as "the contract").

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim, sent by registered letter with advice of delivery or equivalent, stating that the [name and address of Firm] has not fulfilled one of his contractual obligations. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

Furthermore, we accept that no amendment to the terms of the agreement signed between the Executive Secretariat and the [name and address of Firm] can release us from our obligation under the present guarantee. We waive our right to be informed of any change, addition or amendment to the contract.

We have taken note that the present financial guarantee shall remain in force up to and including the fifteenth day following the date of payment of the balance.

The Executive Secretariat undertakes to release the guarantee within thirty (30) days following that payment by the express release and return of the original guarantee to the beneficiary under the contract. In the event of partial release, the original will remain with the Executive Secretariat up to the date of receipt of a guarantee updated by the [financial institution], in accordance with this guarantee.



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The present guarantee is governed by the law applicable to the contract. Any dispute in respect of matters relating to this guarantee must be resolved according to the settlement of disputes rules set down in the contract.

The present guarantee shall come into force and shall take effect upon its signature.

Done at [insert place], on [insert date]

[Signature]

To be attached: a list of persons authorised to sign the guarantees with specimen signatures or specific powers of attorney