



SPECIFIC CONTRACT No 2

implementing framework contract No 944433-2023 CZ

1. The European Union ('the Union'), represented by the European Commission ('the contracting authority'), represented for the purposes of signing this specific contract by Salvador Barrios, Head of the Fiscal Policy Analysis Unit of the Directorate Fair and Sustainable Economy of the Joint Research Centre (JRC),

of the one part and

2. Univerzita Karlova (Charles University)

Centre for Economic Research and Graduate Education (CERGE)

Official legal form: Public law body

Statutory registration number: 00216208

Full official address: Ovocný trh 560/5 116 36 Praha 1, Czechia

VAT registration number: CZ00216208

('the contractor'), represented for the purposes of signing this specific contract by Marek Kapička, Director of the Center for Economic Research and Graduate Education (CERGE),

on the other part,

HAVE AGREED

ARTICLE 1 SUBJECT MATTER

1.1 This specific contract implements framework contract (FWC) No 944433-2023 CZ, signed by the parties on 17.02.2023. The specific contract is established following the contracting authority's request for specific contract n.2 of 30.10.2023 (JRC Ref. Ares(2023)1307304) and the contractor's specific tender submitted on 06.11.2023.

1.2 In accordance with the provisions set out in the FWC and in this specific contract and their annexes, which form an integral part of it, the contractor must provide the services specified in Annex I.

ARTICLE 2 ENTRY INTO FORCE, DURATION AND PLACE OF PERFORMANCE

2.1 This Specific Contract enters into force on the date on which the last party signs it.



- 2.2 The provision of the services starts on the date the specific contract enters into force.
- 2.3 The period of provision of the services must end on or before **31.12.2024**. This period may be extended only with the express written agreement of the parties before the expiration of such period, in accordance with the provisions of the FWC.
- 2.4 The tasks shall be performed as specified in the Request for specific contract /Contractor's specific tender (including the place of performance).

ARTICLE 3 PRICE AND VAT PROVISIONS

- 3.1 The maximum amount covering all purchases under this specific contract is EUR **20,000.00** (twenty thousand euro).
- 3.2 Reimbursement/payment of expenses is not applicable to this specific contract.
- 3.3 If the transaction is taxable for VAT purposes as a local purchase in Belgium, use of this contract constitutes a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes the statement: 'Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)' or an equivalent statement in the Dutch or German language.
- 3.4 If the transaction is taxable for VAT purposes as a local purchase in Luxembourg, the contractor must include the following statement in the invoices: "Commande destinée à l'usage officiel de l'Union européenne. Exonération de la TVA Article 43 § 1 k 2ème tiret de la loi modifiée du 12.02.79."
- 3.5 If the transaction is taxable for VAT purposes as a local purchase in a Member State of the European Union (other than Belgium or Luxembourg) where the fiscal legislation allows direct VAT exemption, the invoice must include a statement referencing the relevant national legislation.
- 3.6 If the transaction is taxable for VAT purposes as an intra-community purchase, the invoice must include the following sentence: "VAT exemption / European Union / Article 151 of Council Directive 2006/112/EC".
- 3.7 If the transaction is taxable for VAT purposes as an intra-community purchase in a Member State of the European Union, in which the fiscal legislation does not allow direct VAT exemption, at the request of the contracting authority, the contractor shall make available to it all the supporting documents which the contracting authority might need in order to apply to the tax authorities for the reimbursement of any duties and taxes paid in the course of the performance of the contract.

ARTICLE 4 INVOICES AND PAYMENTS

Notwithstanding Article I.6 of the framework contract's specific conditions, the payments will be made as follows:

4.1 Interim payment



The Contractor shall submit an invoice for an interim payment equal to 40% of the total amount referred to in article 3.1 above.

The request for the first interim payment by the Contractor shall be admissible if accompanied by **Deliverable D4**, as described in the Technical Specifications (Annex I).

4.2 Payment of the balance

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

- (a) a list of all *pre-existing rights* to the *results* or parts of the *results* or a declaration stating that there are no such pre-existing rights (Annex III);
- (b) **Deliverable D8**, as described in the Technical Specifications (Annex I).

4.3 The contractor should send the invoice(s) for the interim payment and the payment of the balance via email at the following email address: JRC-SEVILLE-FINANCE@ec.europa.eu

ARTICLE 5 COMMUNICATION DETAILS

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

Contracting authority:

European Commission – Joint Research Centre Seville (JRC-Seville)
C/ Inca Garcilaso, 3, 41092-Seville, Spain

– for administrative matters: [REDACTED]

– for technical matters: [REDACTED]

Contractor:

[REDACTED] Univerzita Karlova CERGE
Politických vězňů 7, 111 21, Praha 1, Czechia
Email: [REDACTED]

ARTICLE 6 PREFINANCING GUARANTEE

6.1 Prefinancing guarantee is not applicable to this specific contract.

ARTICLE 7 PERFORMANCE GUARANTEE

7.1 Performance guarantee is not applicable to this specific contract.

ARTICLE 8 RETENTION MONEY GUARANTEE



8.1 Retention money guarantee is not applicable to this specific contract.

ARTICLE 9 PROCESSING OF PERSONAL DATA

9.1 For personal data contained in this specific contract or required for its management, the data controller is the European Commission and can be contacted using the communication details mentioned under Article 5 above.

Annexes

Annex I: Technical specifications to the specific contract JRC Ref. Ares(2023)7448846

Annex II: Contractor's specific tender of 06.11.2023

Annex III: Declaration on the list of pre-existing rights and statements

SIGNATURES

For the contractor,

For the contracting authority,

Marek Kapička

Salvador Barrios

Director of the Center for Economic Research
and Graduate Education (CERGE)

Head of the Fiscal Policy Analysis Unit of
the Directorate Fair and Sustainable
Economy of the JRC

Signature: _____

Signature: _____

Done at Prague, the

Done at Seville, the

