

Specific contract

RC/EFSA/FIP/2018/01 "Screening, data extraction model and data extraction from human and animal toxicity studies on Bisphenol A (BPA)"

Implementing Framework Contract **CT/EFSA/AMU/2014/01 Lot 2**

The European Food Safety Authority, hereinafter referred to as "**the Authority**", established by Regulation (EC) No 178/2002¹ of the European Parliament and of the Council laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety, as last amended, with offices on Via Carlo Magno 1/A, I-43126 Parma (Italy), represented by xxxxxxxxxx, Executive Director

of the one part,

and

University of Chemistry and Technology, Prague
Technická 5
Prague 6
166 28 Czech Republic
VAT registration number: xxxxxxxxxx

hereinafter referred to as "the Contractor", represented for the purpose of the signature of this contract by xxxxxxxxxx, Rector

and

PARTNER 1: TECHEM CZ s.r.o
Ondříčkova 1300/48,
130 05 Prague 3
Czech Republic
VAT registration number: xxxxxxxxxx

represented for the purposes of the signature of this contract by xxxxxxxxxx, Rector, based on the Power of attorney signed with the Framework contract,

The parties identified above and hereinafter collectively referred to as 'the contractor' shall be jointly and severally liable vis-à-vis the Contracting Authority for the performance of this contract and any amendments thereto

HAVE AGREED

¹ OJ L 31 of 01.02.2002

ARTICLE 1 - SUBJECT

- 1.1** This specific contract implements Framework Contract (FWC) No **CT/EFSA/AMU/2014/01 Lot 2** signed by the Authority and the Contractor on 05/06/2015.
- 1.2** The subject matter of this specific contract is the screening, data extraction model and data extraction from human and animal toxicity studies on Bisphenol A (BPA).
- 1.3** The contractor undertakes, in accordance with the terms set out in the FWC and in this specific contract and the annexes thereto, which form an integral part thereof, to perform the tasks specified in Annex 1.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION

- 2.1** This specific contract shall enter into force on the date on which it is signed by the last party.
- 2.2** The duration of the tasks shall not exceed 42 weeks. Execution of the tasks shall start from the signature of the 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 3 – PRICE

- 3.1.** The total amount to be paid by the Authority under this specific contract shall be EUR €144,000.00 (one hundred and forty-four thousand euros) covering all tasks and costs.

ARTICLE 4 – PAYMENTS

- 4.1.** Payments under this specific contract shall be made as follows:

Interim payment

The contractor shall submit an invoice for an interim payment equal to 30% of the total price referred to in the specific contract.

Invoices for interim payment shall be accompanied by deliverable 5 and any other document in accordance with the relevant specific contract.

The invoice must also be accompanied by the following:

a list of all *pre-existing rights* incorporated into the results or parts of the results for interim deliverables or a declaration stating that there are no such pre-existing rights, as provided for in Article II.10.5 of the framework contract; Contractors must submit a declaration stating clearly if any materials incorporated into the interim deliverables are subject to pre-existing rights. The contractor must explicitly declare which pre-existing rights are contained within the deliverables and must warrant that those materials are free of rights or claims from creators or from any third parties for any use the Contracting Authority has foreseen in Art.I.8 of the framework contract. Absence of such declaration when the deliverable and

invoice is received will be understood by the Contracting Authority as confirmation that there are no pre-existing rights within the deliverables and the Contracting Authority will proceed with the payment.

The template declaration is provided in Annex III of this contract.

The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 20 days in which to submit additional information or corrections, a new progress report or other documents if it is required by the contracting authority.

Payment of the balance

The contractor shall submit an invoice for payment of the balance.

The invoice shall be accompanied by the final report (deliverable 9) and any other document in accordance with the relevant specific contract.

The invoice must also be accompanied by the following:

- a list of all *pre-existing rights* incorporated into the results or parts of the results for interim deliverables or a declaration stating that there are no such pre-existing rights, as provided for in Article II.10.5 of the framework contract; Contractors must submit a declaration stating clearly if any materials incorporated into the interim deliverables are subject to pre-existing rights. The contractor must explicitly declare which pre-existing rights are contained within the deliverables and must warrant that those materials are free of rights or claims from creators or from any third parties for any use the Contracting Authority has foreseen in art.I.8 of the framework contract. Absence of such declaration when the deliverable and invoice is received will be understood by the Contracting Authority as confirmation that there are no pre-existing rights within the deliverables and the Contracting Authority will proceed with the payment.

The template declaration is provided in Annex III of this contract.

The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 20 days in which to submit additional information or corrections, a new final progress report or other documents if it is required by the contracting authority.

ARTICLE 5 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the specific contract shall be made in writing and shall bear the specific contract number. It shall be sent to the following addresses:

The Authority:

European Food Safety Authority
Finance Unit – Procurement team
Carlo Magno 1A

43126 Parma, Italy
Email: xxxxxxxxxxx

The Contractor:

University of Chemistry and Technology, Prague
xxxxxxxxxxx
Technická 5
Prague 6
166 28 Czech Republic
Email: xxxxxxxxxxx

ARTICLE 6 – CONFIDENTIALITY

All the provisions regarding confidentiality shall be governed as per Article II.5 of the Framework Contract.

ARTICLE 7: EXPLOITATION OF THE RESULTS

The mode of exploitation of the results of this specific contract are set out in detail in Art.I.8 of the Framework contract.

ARTICLE 8: Other Provisions

With reference to article I.12 and Article II.4, of the framework contract, the contractor shall provide individual declarations of interest for members of the project team provided under the present specific contract. The declarations of individual team members shall be renewed at any time during the implementation of the specific contract, in case the nature of interests has substantially changed. Should the composition of the project team undergo changes during the period of project implementation, new team members joining the project team should provide an individual declaration of interest.

For the Contractor,
xxxxxxxxxxx,
Rector, Uni

signature:

Done at Prague, on 23.4.2018

In two copies in English.

For the Authority,
xxxxxxxxxxx, Head of Scientific
Evaluation and Regulated Products
Departement

signature:

Done at Parma, on 3.05.2018

ANNEXES

Annex I – Tender Specifications

Annex II – Contractor's Tender

Annex III- Declaration on IPR