

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 2 Language of the contract

2.1 The language used shall be English.

Article 4 Communications

4.1 Contact person of the Contracting Authority:

Any written communication relating to this Contract between the Contracting Authority, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail, or hand-delivered.

For the Contracting Authority:

Borislav Orechovski, Operations and Finance Manager
Regional School of Public Administration
Branelovica bb, Danilovgrad 81410 Montenegro
procurement@respaweb.eu

For the Contractor:

Xxxxxxx

<Company address and contact particulars>

Article 9 General obligations

9.9 ReSPA, as an international institution funded by the European Union, follows the Communication and Visibility Manual for European Union External Actions. Hence, the visual identity of ReSPA is required to be accompanied by the EU emblem with the following caption "**Co-funded by the European Union**" as it is

presented:  Co-funded by
the European Union

ReSPA logo (one colour version) for branding:



Color specification: **CMYK:** C100% M0% Y19% K19%; **RGB:** R0 G146 B175;
Pantone 3145 C

The graphic guide to the EU emblem is the default visual brand used to acknowledge and advertise the Union's financial support for an external action:
<http://publications.europa.eu/code/en/en-5000100.htm>

Note: The minimum height of the EU emblem shall be 1 cm. The name of the European Union shall always be spelt out in full. The typeface to be used in conjunction with the EU emblem is Arial. Italic and underlined variations and the use of font effects are not allowed. The positioning of the text with the EU emblem is not prescribed in any particular way, but the text should not interfere with the emblem in any manner. The font size used should be proportionate to the size of the emblem. The font should be reflex blue (the same blue color as the EU flag), black or white, depending on the background. The typeface used with the EU emblem must be one of the following: Arial, Calibri, Garamond, Trebuchet, Tahoma, or Verdana. The use of italics, underlining, and font effects is not permitted.

Article 10 Origin

10.1 All goods purchased can originate in any country.

Article 11 Performance guarantee

11.1 No performance guarantee is required.

Article 18 Commencement order

18.1 The implementation of the tasks is to commence the day after the signature of the contract has been done by the second party.

Article 19 Period of implementation of the tasks

19.1 The period of implementation of tasks shall be three months from the date stipulated in the previous article.

The Contractor shall complete the assignment and submit all the required deliverables to ReSPA, including original documents necessary for payment (invoices and other relevant documents, as might be required by ReSPA), no later than 30 days after completion of the task or as specified in the notes of Annex II (technical specifications).

Article 24 Quality of supplies

24.2 The supplies/goods/items/materials must in all respects satisfy the technical specifications laid down in the contract and confirm in all aspects to the requirements in the contract. A preliminary acceptance is required.

Article 25 Inspection and testing

- 25.2 Inspection and testing will take place upon delivery in accordance with Article 25 of the general conditions at the delivery address.

Article 26 General principles for payments

- 26.1 Payments shall be made in euros. Payments shall be authorized and made by the Contracting Authority. In order to obtain payments, the Contractor must forward to the Contracting Authority for 100% of the contract amount the invoice following provisional acceptance of the supplies.

Article 28 Delayed payments

- 28.2 By derogation from Article 28.2 of the general conditions, once the deadline laid down in Article 26.3 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.

Article 29 Delivery

- 29.3 The packaging shall become the property of the recipient subject to environmental considerations].

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11, upon delivery and testing of the supplies.

Article 32 Warranty obligations

- 32.6 The Contractor shall warrant that the supplies/goods/items/materials are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies/deliverables have any defect arising from design, materials or workmanship.
- 32.7 The warranty must remain valid for at least 36 months after provisional acceptance.

Article 40 Settlement of disputes

- 40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred for arbitration to an arbitration body chosen by agreement between ReSPA and the Contractor in accordance with the rules of arbitration of the International Chamber of Commerce. In the event of failure to reach such an agreement on the choice of the arbitration body within 3 months of the request for arbitration of any of the parties, the arbitration body shall be appointed by the ReSPA Governing Board at the request of either party. The decision of the arbitrator shall be final and not subject to appeal. The

arbitration shall be conducted in English language and shall take place in Danilovgrad, Montenegro.

Article 44 Data protection

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, personnel, 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/EC¹ and as detailed in the specific privacy statement published at ePRAG.

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¹ OJ L 205 of 21.11.2018, p. 39