**How to complete these special conditions:**

**Where you see < ... >, enter the information relevant to the special conditions**. The phrases in square brackets [ ] should only be included if relevant. The paragraphs shaded in grey should only be amended in exceptional cases, depending on the requirements of particular tender procedures.

**Note that the special conditions provide for allowed deviations from the general conditions. The use of further deviations from the general conditions requires an exception to be granted by the relevant services of the European Commission.**

Please remember to delete this paragraph and all pointed and square brackets in the final version of the special conditions.

# SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

**Contents**

These conditions amplify and supplement 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. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

**The subject of the contract shall be:**

the [supply], [delivery], [unloading], [siting and installation], [commissioning],

 <and other tasks specifically required by the contract. These tasks will require prior approval in case of subcontracting:> [design] [manufacture] [maintenance], [after-sales service], [etc.],

of the following supplies:

<general description of the supplies, including quantities> [ in <insert number> lot[s]]

[lot no 1: <general description with an indication of quantities>]

[lot no 2: <general description with an indication of quantities>]

[lot no <…>]

**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 main conditions;
* the special conditions;
* the general conditions (Annex I);
* [Only for contracts financed by post 2021 instruments (NDICI, IPA III [only where the PRAG Procedural rules are chosen in the special conditions], etc.): applicable only if the contract is a transnational contract: the PRAG Procedural rules on conciliation and arbitration.]
* the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
* the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
* the budget breakdown (Annex IV);
* [specified forms and other relevant documents (Annex V)];

**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.**

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communications**

4.1 Communication details

4.4 Communication via electronic exchange system (EES)

An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

[Option 1: If the *EU Funding & Tenders Portal* is activated fully from the start of the contract:

All communications (except for formal notifications) must be made by electronic means through the EU Funding & Tenders Portal (the Portal), in accordance with the Portal Terms and Conditions and using the forms and templates provided there (except if explicitly instructed otherwise by the contracting authority or if communication via the Portal is hindered by factors beyond the control of the parties). The Portal can be accessed via the following URL: <https://ec.europa.eu/info/funding-tenders/opportunities/portal/>.

Communications by contractors through the Portal must be made by persons authorised according to the Portal Terms and Conditions. For naming the authorised persons to use the Portal, each contractor must have designated — before the signature of this contract— a ‘legal entity appointed representative (LEAR)’. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

If the communication via the Portal is hindered, instructions will be provided by the contracting authority by email and may also be published on the Portal.

During the course of the contract, the contracting authority reserves the right to activate the use of formal notifications through the Portal and/or the use of other electronic exchange systems, at no additional cost for the contracting authority.

In case of discrepancy between the clauses of the Portal Terms and Conditions or Terms and Conditions of other electronic exchange system and the clauses of this contract, the clauses of this contract (including its annexes) shall prevail.]

[Option 2: If the EU Funding & Tenders Portal is activated partially from the start of the contract:

At the time of entry into force of this contract, certain communications will be made by electronic means through the EU Funding & Tenders Portal (the Portal), in accordance with the Portal Terms and Conditions and using the forms and templates provided there (except if explicitly instructed otherwise by the contracting authority or if communication via the Portal is hindered by factors beyond the control of the parties). The Portal can be accessed via the following URL: <https://ec.europa.eu/info/funding-tenders/opportunities/portal/>

The following communications must be made via the Portal: [submission of deliverables, invoices and amendments]

Communications by contractors through the Portal must be made by persons authorised according to the Portal Terms and Conditions. For naming the authorised persons to use the Portal, each contractor must have designated — before the signature of this contract — a ‘legal entity appointed representative (LEAR)’. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

If the communication via the Portal is hindered, instructions will be provided by the contracting authority by email and may also be published on the Portal.

During the course of the contract, the contracting authority reserves the right to extend the coverage of the communications made through the Portal or to activate the use of other electronic exchange systems, at no additional cost for the contracting authority.

In case of discrepancy between the clauses of the Portal Terms and Conditions or Terms and Conditions of other electronic exchange system and the clauses of this contract, the clauses of this contract (including its annexes) shall prevail.]

[Option 3: If the EU Funding & Tenders Portal is not activated from the start of the contract

After the entry into force of this contract, at any time during its course the contracting authority may formally notify in writing the contractor that certain communications will be made by electronic means through the EU Funding & Tenders Portal (the Portal), in accordance with the Portal Terms and Conditions and using the forms and templates provided there. The Portal can be accessed via the following URL: <https://ec.europa.eu/info/funding-tenders/opportunities/portal/> The notification shall indicate whether all or only certain communications under the contract will take place through the Portal. The notification shall have full legal effect from the date specified therein, which shall allow a reasonable period of time for the contractor to complete all necessary steps to have access to the Portal. The activation of the use of the Portal shall be at no additional cost for the contracting authority.

If the use of the Portal is activated, any communication covered by the activation notification related to the implementation of this contract shall be made through the Portal (except if explicitly instructed otherwise by the contracting authority or if communication via the Portal is hindered by factors beyond the control of the parties).

Communications by contractors through the Portal must be made by persons authorised according to the Portal Terms and Conditions. For naming the authorised persons to use the Portal, each contractor must designate before the date of effect of the activation notification a ‘legal entity appointed representative (LEAR)’. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

If the communication via the Portal is hindered, instructions will be provided by the contracting authority by email and may also be published on the Portal.

During the course of the contract, the contracting authority reserve(s) the right to further extend the coverage of the communications made through the Portal (if its use has been already activated) or to activate the use of other electronic exchange systems, at no additional cost for the contracting authority.

In case of discrepancy between the clauses of the Portal Terms and Conditions or Terms and Conditions of other electronic exchange system and the clauses of this contract, the clauses of this contract (including its annexes) shall prevail.]

4.5 & 4.6 Mail or email communication

If communications through the Portal have not been activated or a certain type of communication is not yet supported by the Portal, communications will be sent via email, or, exceptionally, on paper, via mail services, to the following addresses, until communications via the Portal are activated.

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

Contracting authority:

[[in case of direct management: European Commission]

[Directorate-General [complete]]

[Directorate [complete]]

[Unit [complete]]

[Postcode and city]

Email: [insert functional mailbox]

Invoices and reports shall be sent in electronic format from an official corporate e-mail address of the contractor to: <email: functional mailbox (finance unit/section)>

Copies of the reports, shall be sent in electronic format from an official corporate e-mail address of the contractor to: < email: functional mailbox > (management unit/section)>]

[in case of indirect management: Contracting Authority

[Full name]

[Full official address]

[Email: [complete]] ]

Contractor (or leader in the case of a joint tender):

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

**[Article 6 Subcontracting**

6.3 EDF only: When selecting subcontractors the contractor must give preference to natural persons or companies from ACP States capable of implementing the tasks required on similar terms.]

**Article 7 Supply of documents**

<Indicate here the documents, drawings to be supplied and, if necessary, the procedure to be used by the contracting authority and the project manager to approve drawings and other documents provided by the contractor>

**Article 8 Assistance with local regulations**

<Specify the procedures for obtaining permits, visas, authorisation or licences or, at least, specify the relevant reference texts, if necessary>

**Article 9 General obligations**

9.9 <Specify the specific activities to be put in place by the contractor to comply with its minimum obligation towards visibility and, if applicable, any additional communication activities agreed by the European Commission. These activities must comply with the latest Communication and Visibility Requirements for EU-funded external action, laid down and published by the European Commission.>

**Article 10 Origin**

## 10.1 [Under the Multiannual Financial Framework 2014-2020 (contracts/lots below EUR 100 000 under CIR) and under the Multiannual Financial Framework 2021-2027, with the exception of the EINSC Regulation 2021/948 of 27 May 2021 and Ukraine Facility 2024/792 of 29 February 2024: All goods purchased can originate in any country.]

## [Under the EINSC Regulation 2021/948 of 27 May 2021 under the MFF 2021-2027: All goods purchased must originate in an eligible source country as defined in the EINSC Regulation 2021/948 of 27 May 2021. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable. ]

## A certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.]

[For Ukraine Facility 2024/792[[1]](#footnote-1) of 29 February 2024: All goods purchased must originate in an eligible source country as defined in Ukraine Facility 2024/792. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

A certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.]

## [Under the Multiannual Financial Framework 2014-2020 (contracts/lots above EUR 100 000 under CIR and irrespective of the value for other instruments): All goods purchased must originate in an eligible source country as defined in < insert relevant instrument financing the project/programme>. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

## A certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment. ]

## [EDF: Goods originating in the EU includes goods originating in the Overseas Countries and Territories.**]**

<Specify any authorised derogation from the rules of origin>

**Article 11 Performance guarantee**

11.1 [The amount of the performance guarantee shall be <insert percentage between 5 and 10> % of the total contract price, including any amounts stipulated in addenda to the contract.]

OR: For contracts of EUR 150 000 or below, the contracting authority may decide, on the basis of objective criteria such as the type and value of the contract, not to require such a guarantee.

[No performance guarantee is required.]

**Article 12 Liabilities and insurance**

12.1(a) <Specify here the specific requirements of liability for damage to the supplies>

[If you find it necessary to set a limit other than that referred to in the general conditions, add the following clause :

‘By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to <complete with an amount that can be a multiple or fraction of the contract value.> ’]

12.1(b) <Specify here the specific requirements of liability for damages to the contracting authority>

[If you find it necessary to set a limit other than that referred to in the general conditions, add the following clause :

‘By way of derogation from Article 12.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to <complete with an amount that can be a multiple or fraction of the contract value>.’]

12.2(a), paragraph 1 <Specify here specific requirements on when the requirements of proof of completion of adequate insurance must be provided>

[If you find it necessary to tailor differently when the requirements for proof of insurance must be met, add the following clause :

By derogation from Article 12.2(a), paragraph 1, of the general conditions, [indicate when], the contractor shall ensure that itself, its personnel, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.]

12.2(a), paragraph 2 <Specify here specific requirements on when the requirements of communication of cover notes and/or insurance certificates must be fulfilled>

[If you find it necessary to tailor differently the moment cover notes and/or insurance certificates must be communicated, add the following clause :

By derogation from Article 12.2(a), paragraph 2, of the general conditions it is [state when] that the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected. ]

12.2(b), paragraph 2 <Specify any specific insurance requirements to cover the transport of supplies >

This type of insurance will vary depending on the nature of transport (land, air or sea) and the nature of the risks to be covered: loading, intermediate storage, unloading, including stowage and protection, theft, damage, loss, wetting, etc.

In the case of use of Incoterms, the contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the contractor (seller) depends in particular on the Incoterms used:

* ***DDP - Delivered Duty Paid****:* Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:

*‘the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.’[[2]](#footnote-2)* The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

* ***DAP - Delivered At Place****:* Incoterm whereby the buyer bears all risks and costs of import clearance:

*‘the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place’[[3]](#footnote-3)*, including customs clearance for export, but not for import at the port or at the border of the agreed place of destination.

**Article 13 Programme of implementation of the tasks**

13.2 [If required <specify the timetable for submission and approval of the programme of implementation of the tasks, with dates and deadlines>]

**Article 14 Contractor’s drawings**

14.1 <Specify the drawings and/or samples required from the contractor, the procedures for approving them and any requirements relating to manuals.>

**Article 15 Sufficiency of tender prices**

The price of the supplies shall be that shown on the financial offer (specimen in Annex IV).

15.1 <Specify any additional provisions regarding Article 15 of the general conditions >

**Article 16 Tax and customs arrangements**

16.1 <Specify if the delivery conditions are DAP instead of DDP as mentioned in the general conditions>

**Article 17 Patents and licences**

17.1 <Specifywhether there is a derogation from Article 17 of the general conditions>

**Article 18 Delivery order**

18.1 **[**<Specify the date on which delivery of the goods/implementation of the tasks is to commence>]

Or

18.2 [The contracting authority shall inform the contractor by delivery order of the date on which delivery of the goods/implementation of the tasks shall begin.]

**Article 19 Period of implementation of the tasks**

19.1<Specify the time limit for delivery and implementation period of the tasks in relation to the date stipulated in the previous article. Repeat for each lot if any.>

The **time limit for delivery** shall be <insert date and time>.

The **implementation period of tasks** shall be [insert number] months.

**Article 24 Quality of supplies**

24.2 <Indicate here if a preliminary technical acceptance is required>

**Article 25 Inspection and testing**

25.2 <Specify the places/goods to be inspected and tested in accordance with Article 25 of the general conditions and the practical arrangements for testing>

**Article 26 General principles**

26.1 Payments shall be made in [euro] [<ISO code of national currency> only for indirect management in the following cases: (i) when legal or local constraints exceptionally impose using the national currency; (ii) when needed, for contracts within the imprest component of a programme estimate].

<Specify the administrative or technical conditions governing payment of pre-financing and final payments> Pre-financing is not applicable to this contract

Payments shall be authorised and made by <give the address of the relevant unit and any other relevant information>.

[In the case of indirect management with ex ante procedures and where invoices are presented to the authorities of the country of the contracting authority, the contractor must inform the European Commission at <enter address of the unit in charge if this option is used>, thereof by sending a copy of the correspondence.]

26.3 [Contract under 10th EDF only: By derogation, the pre-financing payments shall be made within 90 days from the date on which an admissible invoice is registered by the contracting authority. The final payment to the contractor of the amounts due shall be made within 90 days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible invoice.]

[Contract in indirect management under 11th EDF only where the Commission executes payments: By derogation, the pre-financing payment shall be made within 60 days from the date on which an admissible invoice is registered by the contracting authority. The final payment to the contractor of the amounts due shall be made within 90 days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible invoice.]

26.6 [Contract in indirect management under the general budget of the Union for which a financing agreement was signed before 01/01/2013 only: By derogation, the final payment to the contractor of the amounts due shall be made within 45 days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible invoice.]

[Contract in indirect management under the general budget of the Union only: By derogation, the final payment to the contractor of the amounts due shall be made within 90 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.]

26.9 In order to obtain payments, the contractor must submit to the authority referred to in paragraph 26.1 above:

a) **[**For the 40% pre-financing], [the invoice[[4]](#footnote-4)] [and] [the pre-financing guarantee][and insert either of the below sentences:

[if the total contract price is below or equal to EUR 60 000:]

[by derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.]

[if the total contract price is above EUR 60 000 and when the pre-financing requested is below EUR 300 000:]

[by derogation from article 26.5 of the general conditions, no pre-financing guarantee is required [[5]](#footnote-5).]

b) **[**For the 60 % balance] **[**For the 100 % balance], the invoice(s) [in triplicate] and the application for the certificate of provisional acceptance, and if applicable, the certificates of origin for the supplies delivered and Annex V - VAT instructions indicating the group members shares for VAT purposes.

26.13<Specify whether the contract includes a price revision clause. This clause must be drawn up by the competent services of the European Commission in accordance with their internal procedures.>

26.14 [The contractor (including each member of the group in case of consortium) has an outstanding debt to the Union[[6]](#footnote-6): Any payment may be offset against outstanding debts of any consortium member.]

**Article 28 Delayed payments**

28.2[For indirect management:

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**

29.1 The Incoterm applicable shall be [DDP] [DAP][[7]](#footnote-7)

29.3<Specify any specific packaging requirements>

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

Or [The packaging shall remain the property of the contractor subject to environmental considerations].

29.4 The place of acceptance of the supplies shall be <insert place>.

29.5/6/7 <Set out requirements as regards documents to accompany each delivery and markings on the packaging>

**Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11. <Specify the detailed arrangements for provisional acceptance>

[Contract in decentralised/indirect management under the general budget of the Union for which a financing agreement was signed before 01/01/2013 only:

31.2. By derogation, the contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 45 days of receipt of the contractor's application either:

* issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
* reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority’s time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3. ]

[Contract under EDF only:

By derogation from Article 31.2, second paragraph, the contracting authority’s time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3. ]

**Article 32 Warranty obligations**

32.6 <Specify any additional obligations under the warranty, e.g. commercial warranty>

32.7 The warranty must remain valid for <period to be specified, maximum one year> after provisional acceptance.

**Article 33 After-sales service**

33.1 <Give details of any after-sales service that the contractor must provide and specify the proportion of the performance guarantee assigned to that activity.>

**Article 40 Settlement of disputes**

For direct management*:*

40.4 [Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction ofthe courts of Brussels, Belgium.]

For indirect management:

[Only for contracts financed by post 2021 instruments (NDICI, IPA III, etc.):

[IPA III:

EITHER

Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of <specify the state of the contracting authority> in accordance with its national legislation.

OR

Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred for arbitration to <specify the arbitration body of the state of the contracting authority> in accordance with its rules of arbitration.

OR

Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred for arbitration in accordance with the rules of arbitration of [the International Chamber of Commerce] [the United Nations Commission on International Trade Law] [the PRAG procedural rules on conciliation and arbitration, annexed to this contract. <Please attach Annex A12b of the practical guide to the present contract>]]

[NDICI:

Any dispute arising out of or relating to this contract which cannot be settled otherwise shall

(a) in the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority; and

(b) in the case of a transnational contract, be settled by arbitration in accordance with the PRAG procedural rules on conciliation and arbitration, annexed to this contract. Should such rules have been amended by the time the arbitration proceedings are initiated, the amended rules will apply.) <Please attach Annex A12b of the practical guide to the present contract>]

[For contracts with a value of less than EUR 5 000 000: The arbitral tribunal shall be composed of a sole arbitrator.]

At the request of the arbitral tribunal, the European Commission shall publish any arbitral award resulting from this contract, after anonymization, on the European Commission’s external website.

The jurisdiction conferred under this clause is exclusive and any jurisdiction under a bilateral or multilateral investment treaty, or under the ICSID ([International Centre for Settlement of Investment Disputes](https://icsid.worldbank.org/)) rules is explicitly excluded.]

[Only for contracts financed by pre-2021 instruments (EDF, DCI, etc.):

General budget of the Union:

EITHER

40.4 [Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of <specify> in accordance with the national legislation of the state of the contracting authority. ]

OR

40.4 [Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred for arbitration to <specify the arbitration body> in accordance with the rules of arbitration of [the International Chamber of Commerce] [the United Nations Commission on International Trade Law] [< other internationally recognised procedure to be specified >].]

[EDF:

[Any dispute arising out of or relating to this contract which cannot be settled otherwise shall:

(a) in the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority; and

(b) in the case of a transnational contract, be settled either:

(i) if the parties to the contract so agree, in accordance with the national legislation of the state of the contracting authority or its established international practices; or

(ii) by arbitration in accordance with the procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official Journal No L 382, 31.12.1990, Annex a12 to the practical guide) Please attach Annex A12 of the practical guide to the present contract.

The jurisdiction conferred under this clause is exclusive and any jurisdiction under a bilateral or multilateral investment treaty, or under the ICSID ([International Centre for Settlement of Investment Disputes](https://icsid.worldbank.org/)) rules is explicitly excluded.]]]

**Article 44 Data protection**

[For direct management insert the following

[For the purpose of Article 44 of the General Conditions,

1. [For DG INTPA the data controller is the head of legal affairs unit of DG International Partnerships]

[For DG NEAR the data controller is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations]

[For any other DG the data controller is <please add the function of your controller >.]

1. the privacy statement is available at <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General>]

[For indirect management insert the following

[For the purpose of Article 44 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is

[For DG INTPA the head of legal affairs unit of DG International Partnerships.]

[For DG NEAR the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations][For any other DG <please add the function of your controller >.]

(b) the privacy statement is available at <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General>]

[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/EC[[8]](#footnote-8) and as detailed in the specific privacy statement published at ePRAG.]]

**[Article 45 Further additional clauses**

<Add other clauses approved by the competent Commission departments.>

[If necessary and after having obtained prior approval/derogation by the competent services:

The following conditions to the contract shall apply:

By derogation from Article…]

]

\* \* \*

1. Regulation (EU) 2024/792 of the European Parliament and of the Council of 29 February 2024 establishing the Ukraine Facility (OJ L, 2024/792, 29.02.2024, ELI: <http://data.europa.eu/eli/reg/2024/792/oj>). [↑](#footnote-ref-1)
2. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-2)
3. Idem. [↑](#footnote-ref-3)
4. The first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required. In case the use of the electronic exchange system under Article 4.4 of the special conditions is not activated, the contractor must send an invoice for the pre-financing payment. Otherwise, the first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required. [↑](#footnote-ref-4)
5. See internal provision in the Companion Chapter 9. [↑](#footnote-ref-5)
6. The declaration on honour or the [list of debtors](https://myintracomm.ec.europa.eu/corp/budget/treasury-accounting/recovery/Pages/recovery-order-statistics.aspx) confirm the established debt to the Union. [↑](#footnote-ref-6)
7. <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-7)
8. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-8)