**ECB-UNRESTRICTED**

FRAMEWORK AGREEMENT FOR THE performance OF WORKS AND SERVICES

PRO-008427 – Provision of works and services on a Digital euro Scheme Rulebook

between

The European Central Bank (the ‘ECB’)  
Sonnemannstraße 20  
60314 Frankfurt am Main  
Germany

and

<insert Contractor’s name> (the ‘Contractor’)  
<insert Contractor’s address>

(jointly the ‘Parties’)

# **Contract documents**

The following documents together form this Contract (‘the Contract’) and, in the event of there being differences between the terms in these documents, they shall take precedence over each other in the following ranking and order:

1. this contract document (the ‘Contract sheet’);
2. the ECB’s specific contract terms (SCTs) for the performance of works (‘SCTs for works’), attached hereto as Annex 1.1, and the ECB’s SCTs for services, attached hereto as Annex 1.2;
3. the ECB’s general contract terms (GCTs), attached hereto as Annex 2;
4. the description of the works and services, attached hereto as Annex 3;
5. the Contractor’s offer, attached hereto as Annex 4.

Provisions which are preceded by a checkbox only apply if the checkbox is ticked. If the checkbox is not ticked they do not form part of this Contract.

# **Scope of the Contract**

The Contractor shall provide works and services (together the ‘Deliverables’) to the ECB.

The scope of the works to be provided shall be as follows:  
works related to research and leading the drafting on a potential digital euro scheme rulebook which would have to be in accordance with the Eurosystem decisions on the design of a digital euro.

The scope of the services to be provided shall be as follows:  
services related to research and leading the drafting on a potential digital euro scheme rulebook which would have to be in accordance with the Eurosystem decisions on the design of a digital euro.

The scope of the Deliverables is further specified in Annex 3 and Annex 4 to this Contract

The Contractor’s contact point at the ECB shall be the Directorate/Directorate General Market Infrastructure and Payments. Both the ECB and the Contractor shall appoint a contract manager for this Contract.

This Contract constitutes a Framework agreement of the following type:

One supplier, direct Order: This Contract is a single supplier Framework agreement with a direct order. The conditions of Section 13.4 of the GCTs shall apply.

One supplier, supplementary offer: This Contract is a single supplier Framework agreement with a supplementary offer. The conditions of Section 13.5 of the GCTs shall apply.

Multiple suppliers, ranking: This Contract is a multiple supplier Framework agreement where contracts are awarded by applying the award criteria set out in the tender documentation without reopening competition. The conditions of Section 13.6 of the GCTs shall apply.

The ECB has entered into the following number of Framework agreements including the one with the Contractor: <insert number of contractors>.

The Contractor’s offer was ranked <insert position in ranking>.

Multiple suppliers, mini competitions: This Contract is a multiple-supplier Framework agreement under which the ECB reopens competition between the suppliers with which it has entered into such Framework agreements. The conditions of Section 13.7 of the GCTs shall apply.

The ECB has entered into the following number of Framework agreements including the Contractor: <insert number of agreements>.

The Contractor’s offers in competitions shall be based on the remuneration agreed in Article 5.

# **Duration and termination**

The Contract shall become effective 01.12.2022. The Contract shall remain in force for a period of 10 month(s).

Contract extension:The Contract may be extended at the option of the ECB in accordance with Section 12.1 of the GCTs <insert number of times> times for a period of <insert number of months> month(s), by the ECB giving advance notice of one month prior to the end of this Contract or of an extension to it. In any event, the total period or periods of extension of this contract shall not exceed <insert duration of the contract in months see above> month(s).

The period of notice for termination of this Contract pursuant to Section 12.3 of the GCTs shall be six month(s).

Orders under this Contract shall remain in force until the Deliverables have been delivered and accepted. Section 4 of the SCTs shall apply.

# **Works**

The SCTs for works contained in **Annex** **1.1** shall apply to this Article.

The works constitute intellectual work (reports, studies and similar deliverables) pursuant to Section 4.2 of the SCTs for works.

## Performance of the works

The place and time of execution of the works shall be defined in an Order under this Contract.

A contractual penalty for delay pursuant to Section 3.2 of the SCTs for work shall apply for Orders under this Contract.

The Contractor shall deploy a sufficient number of staff to fulfil the Contract and the conditions of Section 4.3 of the GCTs shall apply.

## Acceptance and remuneration of the works

Section 4 of the SCTs for work shall apply to acceptance of the works under an Order.

Price sheet: The ECB shall pay for the works under an Order in accordance with the Price sheet contained in Annex 4.

Fixed price:The ECB shall pay a fixed amount of EUR <insert net fixed price> for the execution of works under an Order as a one-off payment. Orders may provide for the payment of instalments upon completion of milestones further defined in the Order.

Rates: The ECB shall pay for the works under an Order based on the time expended at a daily rate of EUR 1,500.

Overtime pursuant to Section 6.3 of the GCTs requested or approved by the ECB shall be remunerated at the hourly rate of EUR<insert net rate>, unless it is compensated in kind.

Warning ceiling:The total fee for the Contractor’s works under all Orders under this Contract shall not exceed EUR<insert net warning ceiling>. The Contractor shall inform the ECB without undue delay as soon as it becomes aware that this warning ceiling may be exceeded, and it shall await the ECB’s confirmation before continuing to provide the works if this would result in the warning ceiling being reached or exceeded. The ECB shall not remunerate time spent that exceeds the warning ceiling which it has not approved in writing.

Prices shall remain stable for the duration of the Contract.

The Contractor shall submit to the ECB invoices for the performance of works at the following intervals: monthly. The conditions of Section 7 of the GCTs shall apply.

# **Services**

The SCTs for services attached in **Annex** **1.2** shall apply to this Article.

## Performance of the services

The Contractor shall deploy a sufficient number of staff to fulfil the Contract and the conditions of Section 4.3 of the GCTs shall apply.

## Remuneration of the services

Price sheet: The ECB shall pay for the services under an Order in accordance with the Price sheet contained in Annex 4.

Fixed price:The ECB shall pay a fixed amount of EUR <insert net fixed price> for the provision of the services under an Order as one-off payment.

Rates: The ECB shall pay for the services under an Order based on the time expended at a daily rate of EUR 1500

Overtime pursuant to Section 6.3 of the GCTs requested or approved by the ECB shall be remunerated at the hourly rate of EUR<insert net rate>, unless it is compensated in kind.

Warning ceiling: The total fee for the Contractor’s services under an Order shall not exceed EUR <insert net warning ceiling>. The Contractor shall inform the ECB without undue delay as soon as it becomes aware that this warning ceiling may be exceeded, and it shall await the ECB’s confirmation before continuing to provide the Deliverables if this would result in the warning ceiling being reached or exceeded. The ECB shall not remunerate time spent that exceeds the warning ceiling which it has not approved in writing.

Prices shall remain stable for the duration of the Contract.

The Contractor shall submit to the ECB invoices at the following intervals: monthly. The conditions of Section 7 of the GCTs shall apply.

# **Particular conditions**

[Not applicable.]

|  |  |
| --- | --- |
| IN WITNESS WHEREOF the undersigned, being duly authorised, have signed this Contract: | |
| European Central Bank:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Frankfurt am Main, date | Contractor:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place, date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First ECB signatory Position | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Contractor’s signatory  Position |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Second ECB signatory  Position | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Second Contractor’s signatory Position |