

CONTRACT FOR THE PERFORMANCE OF WORKS AND SERVICES

PRO-009526 Digital Euro Offline Strategy and Design

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')

1. 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:

- (a) this contract document (the 'Contract sheet');
- (b) 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;

- (c) the ECB's general contract terms (GCTs), attached hereto as Annex 2;
- (d) the description of the works and services, attached hereto as Annex 3;
- (e) 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.

2. 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 the provisioning of an offline digital euro as specified in Annex 3.

The scope of the services to be provided shall be as follows:

Services related to the provisioning of an offline digital euro as specified in Annex 3.

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 Digital Euro. Both the ECB and the Contractor shall appoint a contract manager for this Contract.

3. Duration and termination

The Contract shall enter into effect upon its signature by both Parties. The Contract shall remain in force for a period of 12 month(s).

<input checked="" type="checkbox"/> Contract extension: The Contract may be extended at the option of the ECB in accordance with Section 12.1 of the GCTs 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 duration of the Contract shall not exceed 24 months.
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The period of notice for termination of this Contract pursuant to Section 12.3 of the GCTs shall be six month(s).

4. 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.

4.1 Performance of the works

The Contractor shall start the execution of the works immediately after the Contract is signed by both Parties. The Contractor shall complete the works on at the latest 12 months after contract signature, subject to prior ECB acceptance.

- ☒ A contractual penalty for delay pursuant to Section 3.2 of the SCTs for works shall apply.

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

4.2 Acceptance and remuneration of the works

Section 4 of the SCTs for works shall apply to acceptance of the works.

- ☐ Price sheet: The ECB shall pay 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 the works as a one-off payment.
- ☐ Instalments: The ECB shall pay instalments upon completion of the following Milestones further described in Annex 3 and Annex 4 to this Contract: <insert milestones, dates, and instalments here>
- ☒ Rates: The ECB shall pay for the works 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 shall not exceed EUR 210,000. 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 exceeding this warning ceiling. The ECB shall not remunerate expenditure of time exceeding 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 under this Article at the following intervals:monthly. Section 7 of the GCTs shall apply.

5. Services

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

5.1 Performance of the services

The Contractor shall start the provision of the services

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| <input checked="" type="checkbox"/> immediately after the Contract is signed by both Parties. |
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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.

5.2 Remuneration of the services

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| <input type="checkbox"/> Price sheet: The ECB shall pay in accordance with the Price sheet contained in Annex 4. |
| <input type="checkbox"/> Fixed price: The ECB shall pay a fixed amount of EUR <insert net fixed price> for the provision of the services as one-off payment. |
| <input checked="" type="checkbox"/> Rates: The ECB shall pay for the services based on the time expended at a daily rate of EUR 1,500 |
| <input type="checkbox"/> 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. |
| <input checked="" type="checkbox"/> Warning ceiling: The total fee for the Contractor's services shall not exceed EUR 210,000. 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.

6. Particular conditions

6.1 Determination of contract penalties

As far as contract penalty clauses within this Contract refer to the term “net Contract value” this value shall be EUR 210,000. The Parties agree that this amount shall only be used to determine the contract penalty and shall not commit the ECB to consume works or services in this amount under this Contract. The Parties’ rights to provide evidence that the actual net Contract value is higher or lower shall remain unaffected.]

IN WITNESS WHEREOF the undersigned, being duly authorised, have signed this Contract:

European Central Bank:

Contractor:

Frankfurt am Main, date

Place, date

First ECB signatory
Position

First Contractor’s signatory
Position

Second ECB signatory
Position

Second Contractor’s signatory
Position