

DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No. IPA III/2024/457-197/SRB-006

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Roma Entrepreneurship Development Initiative REDI Serbia ('the contracting authority'),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>]¹

[<Official registration number>]²

<Full official address>

[<VAT number>]³,

('the contractor')

of the other part,

have agreed as follows:

PROJECT "EU Support to REDI Phase II: Advancing Roma Entrepreneurs in the Western Balkans and Turkiye"

Identification number IPA III/2024/457-197/SRB-006

(1) Subject

- 1.1 The subject of this contract is Providing Social Media Services for REDI Serbia, done in the Republic of Serbia, with identification number **IPA III/2024/457-197/SRB-006**, ('the services').
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

(2) Contract value

This contract, established in RSD, is a global price contract. The contract value is **RSD 357,301.80 (EUR 3.048,00)**.

(3) 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 Contract Agreement;
- The Special Conditions
- The General Conditions (Annex I);

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card, passport or equivalent document number.

³ Except where the contracting party is not VAT registered.

- The Terms of Reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
- The organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Key experts (Annex IV);
- Budget (Annex V);
- Other relevant forms and documents (Annex VI);

These above listed documents make up the contract. They 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.

(4) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

(5) Other specific conditions applying to the contract

The following conditions to the contract shall apply:

For the purpose of Article 42 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 the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations]

(b) the data protection notice is available at

[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):General](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General)

Done in English in three originals: one original for the contracting authority, one original for the European Commission, and one original for the contractor.

SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

Article 2 Communications

2.1 Contractor: Roma Entrepreneurship Development Initiative REDI Serbia

Majke Jevrosime 51, 11000 Belgrade

rediserbia@redi-ngo.eu & barbara@redi-ngo.eu

2.2 Tenderer:

Name:

Address:

E-mail address:

Article 7 General obligations

7.8 All marketing content, advertising materials, and digital communication outputs must comply with the latest Communication and Visibility Requirements for EU-funded external actions, as laid down and published by the European Commission. This includes appropriate use of EU visual identity, disclaimers, and acknowledgment of EU support in all promotional activities.

Article 12 Liabilities

12.2 For contracts of amount below one million EUR: in some cases capping contractors' liability to one million EUR may be disproportional compared to the content of this contract. This is especially the case where the financial risk is low, for instance for technical assistance or studies. If you find it necessary to set a cap lower than that referred to in the general conditions, add the following clause:

By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at the amount of the contract.

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be 05.09.2025.

19.2 The period for implementing the tasks is until 31.08.2027.

Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following option:

Month		RSD
1	Maximum pre-financing payment per lot ⁴	<0>
2	Quarterly interim payments upon submission an invoice and approval of monthly performance reports:	To be determined
3	Final balance payment, after acceptance of the last report and completion of services	To be determined
	Total per lot	

29.5 Payments will be made in RSD in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

Article 30 Financial guarantee

30.1 For a contract amount equal to or below EUR 60,000 [By derogation from article 30 of the general conditions, no pre-financing guarantee is required.]

Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Serbia.

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 Serbia, applying the national legislation of the contracting authority.

Article 42 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, staff, 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

⁴ The contractor is not obliged to ask for pre-financing.

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/EC⁵ and as detailed in the specific privacy statement published at ePRAG.]

For The Contractor

Name:

Title:

Signature:

Date:

For The Contracting Authority

Name: Jasmina Usainovic

Title: President

Signature:

Date:

⁵ OJ L 205 of 21.11.2018, p. 39.