

 <b>EUROPEAN COMMISSION</b> DG ECFIN Directorate C - Fiscal Policy E-mail:	<b>PURCHASE ORDER FOR LOW VALUE CONTRACT</b>		Sheet	Number of sheets:	
			1	2	
Number: Currency of payment: EUR <b>Paper proposal</b> EC ref. ARES:		Name and address of Contractor:			
This purchase order constitutes acceptance of the above Contractor's paper proposal. By agreeing to this contract, the Contractor accepts the specifications of the <b>Call for Papers with reference 2016 ECFIN 015/C</b> and states that he is familiar with and accepts DG ECFIN's Special Conditions (see sheet 2 of the current purchase order) and the General Conditions updated in December 2015, published on the Internet at: <a href="http://ec.europa.eu/budget/contracts_grants/info_contracts/lowVal_contracts/LowVal_contracts_en.cfm">http://ec.europa.eu/budget/contracts_grants/info_contracts/lowVal_contracts/LowVal_contracts_en.cfm</a> In the event of conflicting interpretations, the purchase order shall take precedence over DG ECFIN's special conditions and the latter shall take precedence over the General Conditions.					
DESCRIPTION OF THE SERVICES		UNIT	QUANTITY	PRICE in €	
<b>EVENT : Workshop "Fiscal policy and public investment for relaunching potential growth" organised in Brussels on 24 January 2017</b>				UNIT PRICE	TOTAL
<b>Services</b> - submission of a truly original paper on <b>[title]</b> - presentation of the paper on the day of the event <b>Submission and payment modalities of the paper</b> electronic submission to: <a href="mailto:ECFIN-FISCAL-POLICY-2016@ec.europa.eu">ECFIN-FISCAL-POLICY-2016@ec.europa.eu</a> <b>1. of a full developed draft version of the paper : by 16th November 2016 at the latest</b> The Commission shall have 20 calendar days to approve the paper, to request modifications or a new paper. The Contractor shall have 20 calendar days in which to submit the corrections or a new version of the paper. <b>2. of the final version of the paper : by 23rd March 2017 at the latest</b> The invoice shall be accompanied by the final version of the paper. The Commission shall have 60 calendar days from receipt of the invoice to approve the final paper and to make the payment. If the Commission requests to submit a modified or a new final paper, or any other payment related information, the time allowed for payment will be suspended. The Contractor shall have 30 calendar days in which to submit a modified or a new final paper. <b>Use of results - modes of exploitation</b> in accordance with article I.5 of DG ECFIN's Special Conditions <b>Exploitation licence granted by the Union to the Contractor</b> in accordance with article I.5.3 of DG ECFIN's Special Conditions <b>Fee</b> <b>Daily allowance : fixed per day of workshop</b> the allowance takes the form of a flat rate and covers all meals, local transport (taxi, bus, tram, metro, parking, motorway tolls, insurances, etc.) and other sundry expenses <b>Travel and accommodation</b> arrangements organized via the Commission's travel agency, acting on behalf of the Commission The contractor will be contacted in due course.				maximum	
			1	4.000,00	4.000,00
		day	1	92,00	92,00
		<b>pre-arranged and paid by DG ECFIN</b>			
Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Commission is exempt from all taxes and dues, including value added tax, on payments due in respect of this Contract. For intra-community purchases, the mention "VAT Exemption / European Union / Article 151 of Council Directive 2006/112/EC" should be added on the invoice. <i>[In Belgium, use of this Contract constitutes a request for VAT exemption. The invoice must include: "Commande destinée à l'usage officiel de l'Union Européenne, Exonération de la TVA; art. 42 § 3.3 du code TVA (circulaire n° 2/1978)."]</i>		VAT: not applicable <b>TOTAL : max 4.092,00</b>			
<b>Delivery/performance dates:</b> see description of the services		<b>SIGNATURE</b> For the Commission, Name: Date:			
<b>Payment:</b> see article I.4 of DG ECFIN's Special Conditions (sheet 2)		<b>SIGNATURE</b> For the Contractor, Name: Date:			
<b>Invoice to be addressed to:</b> European Commission DG ECFIN - Unit R2 Finance CHAR 13/56 B-1049 BRUSSELS		<b>EC ref. Ares :</b>			
<b>Contractor's bank account:</b>		<b>EC ref. Ares :</b>			
The invoice shall be admissible only if the Contractor has returned the signed purchase order. This Contract shall be governed by Union law, complemented, where necessary, by Belgian law and any dispute shall be brought before the courts of Brussels.					

**Special Conditions of the Directorate General Economic and Financial Affairs****Article I.1 – Subject**

**I.1.1** The subject of the Contract is the following: speaker at an event with paper

**I.1.2** The term "Contract" shall mean "Purchase Order".

The term "event" shall refer to a workshop, seminar, conference or any other similar meeting.

The term "DG ECFIN" shall refer to the Commission's Directorate-General for Economic and Financial Affairs.

The term "Commission" shall refer to European Commission.

The term "Union" shall refer to European Union.

**I.1.3** The Inter-institutional Style Guide found on <http://publications.europa.eu/code/en/en-000100.htm> provides useful guidance on international standards for identification and drafting rules and is recommended as a reference tool.

**Article I.2 – Duration**

**I.2.1** The Contract shall enter into force on the date on which it is signed by the last party.

**I.2.2** Provision of the services may under no circumstances begin before the date on which the Contract enters into force.

**I.2.3** All periods specified in the Contract are calculated in calendar days. The period of provision of the services may be extended only with the express written agreement of the parties before such period elapses.

**Article I.3 – Contract price**

**I.3.1** The total fee paid by the Commission to the Contractor in consideration of all services rendered under the Contract.

**I.3.2** In addition to the fee specified in Article I.3.1, the Contractor is entitled to the travel and accommodation arrangements and/or allowances as specified in the description of the services in the Contract.

**I.3.3** All other costs will be borne by the Contractor.

**I.3.4** Price revision: not applicable

**Article I.4 – Payment periods and formalities**

The Contractor shall submit an invoice for payment of the balance corresponding to the amount referred to in the purchase order. The invoice shall be accompanied by the **final version of the paper** in accordance with the specifications of the Call for Papers. The **Commission** shall have **60 days** from receipt of the invoice to approve the final paper and to make the payment, without prejudice to Article II.15.6 of the General Conditions, which governs the suspension of the time allowed for payment. The **Contractor** shall have **30 days** in which to submit **additional** information or corrections, a **new final paper** or other documents if it is required by the Commission.

**Article I.5 – Use of results****I.5.1 Modes of exploitation**

The Contractor warrants that the Paper is truly original work created to respond to the specifications referred to in the Contract and thus owns, or has acquired ownership or as the case may be has acquired the appropriate licences/authorisations from the original author or right-holder regarding all intellectual property rights pertaining to the Paper created or produced in the performance of this Contract, including but expressly not limited to all types of documents and contents in any format such as reports, statistics, glossaries, indexes, surveys, as well as any related databases and software. The Contractor also warrants that he is therefore entitled to assign the above-mentioned intellectual property rights to the Union, or in case of having obtained only the above-mentioned licences/authorisations and not ownership, he is authorised by the original author or right-holder to license such rights to the Union which will be entitled in turn to license to third parties.

Finally, the Contractor warrants that the enjoyment by the Union of all rights assigned, or as the case may be licensed, by the Contractor to the Union in this Contract shall not infringe the intellectual property rights of third parties. Any costs arising from obtaining the above-mentioned assignments and/or licences/authorisations shall be borne by the Contractor. No costs concerning intellectual property rights shall be reimbursed by the Commission.

The Contractor hereby assigns to the Union in an irrevocable way all intellectual property rights pertaining to the Paper as from the moment of its acceptance by the Commission. In particular the rights assigned include:

**i) distribution:**

publishing in paper copies and in electronic form as downloadable or non-downloadable file / making available on internet, broadcasting, public presentation or display, communication through a press information services / inclusion in widely accessible databases or indexes / in any form and by any method existing at this date and in the future / giving access on individual request without right to reproduce or exploit, as provided for by Regulation 1049/2001 regarding public access to European Parliament, Council and Commission documents

**ii) storage** in paper and electronic format

**iii) archiving** in line with the applicable document management rules

**iv) adaptations** made by the Commission, limited to the following: shortening, making a summary, necessary corrections of a technical or incomplete nature, like addition of titles, leads, bolds legend, table of content, summary, graphics, subtitles, etc., preparation as a presentation or slide-show, extracting a part or dividing into parts, digitisation or converting the format for storage or usage purposes

**v) translation:** languages used within EU and languages of candidate countries

**vi) use** for own purposes: making available to Commission staff, the persons and entities working for the Commission or cooperating with it, including: contractors, subcontractors whether legal or natural persons, EU-institutions, agencies and bodies, Member States institutions / installing, uploading, processing, arranging, compiling, combining, retrieving, making a copy, reproducing

The assignment covers all territories worldwide, is valid for the whole duration of the rights concerned and is included in the price paid to the Contractor. In the exceptional case where the above mentioned rights cannot be assigned to the Union, the Contractor shall grant a license to the Union covering all rights *mutatis mutandis* as provided for above. The license shall be valid worldwide for the whole duration of the rights concerned and is included in the price paid to the Contractor.

**I.5.2 Pre-existing rights, intermediaries, creators' rights**

Where industrial and intellectual property rights, including rights of ownership and rights of use of the Contractor and of third parties, exist prior to the Contract being entered into, ("pre-existing rights") the Contractor shall establish a list which shall specify all pre-existing rights and disclose it to the Commission at the latest when delivering the final result. Concerning all pre-existing rights to delivered results, the Contractor shall grant a license to the Union covering all rights *mutatis mutandis* as provided for in Article I.5.1. The license shall cover all territories worldwide, be valid for the whole duration of the rights concerned and is included in the price paid to the Contractor. The Contractor shall keep all relevant and exhaustive proofs of acquiring all necessary rights and permissions.

The Commission is entitled to request from the Contractor documentary proof of the acquiring of rights and permissions. If so requested by the Commission, the Contractor shall provide the following information: Name and version number of the software product / name or title of the product work, date of publishing, date of creation, place of publication, and other information allowing to identify origin easily / Full identity of the author, developer, creator, publisher, editor, ... / Copy of the licence to use the product / Agreement transferring the right to the product to the Contractor.

**I.5.3 Exploitation licence granted by the Union to the Contractor**

**I.5.3.1** Notwithstanding the rights under this Contract which vest in the Union and whereby the Union has acquired the ownership, the Commission grants to the Contractor a non-exclusive worldwide license to publish the Paper without remuneration, subject to the terms and conditions for licenses set out hereafter in article I.5.3.2, which license will take effect from the date which falls one year after the approval of the final results of this Contract and be valid for the full term of the Union's copyright.

**I.5.3.2** In accordance with Article I.5.3.1, the Commission grants to the Contractor the following non-exclusive world-wide right and licence:

(a) to publish the Paper prepared for the Commission under the Contract in all media, including print, electronic, digital and microfilm forms, and to use the Paper in conjunction with computer systems and/or programs including reproductions or publications in machine-readable form and/or incorporation in retrieval systems, on terms that the copyright therein vests exclusively in the Union

(b) to reproduce and authorise reproduction of the Paper in whole or in part by others, including reprints and photocopies

(c) to permit document delivery services and abstracting and indexing services to include the Paper in whole or in part in their services

(d) to use or permit others to use (with proper credit and citation) the Paper or parts thereof in other works

(e) to translate, or have translated, the Paper into any language and publish the Paper as translated, subject to appropriate acknowledgement of the original language edition thereof

**I.5.3.3** The **Contractor shall not request or accept any form of remuneration**, including any commission, compensation, fee, gain or reward, in connection with the exploitation of the license, and shall by way of contract ensure that third parties, to whom he may have granted a permission to use the Paper as described in Article I.5.3.1 above, do not request or accept such remuneration.

**I.5.3.4** The Contractor undertakes to ensure that in connection with any exploitation of the license by himself or by third parties to whom he has granted a permission to use the Paper as described in Article I.5.3.2 above, the following is observed:

(a) Each publication of the paper shall include an acknowledgement of the Commission's copyright as well as a reference to the Contract and the indication that the views expressed in the Paper are those of the author(s) and do not necessarily reflect the official position of the Commission, printed at a suitably prominent place on or near the Paper.

(b) On first publication of the paper in each new media, three (3) free copies thereof shall be delivered to the Commission at the following address:

European Commission, Directorate-General Economic and Financial Affairs (DG ECFIN), Directorate Fiscal Policy, B – 1049 Brussels