

## CONTRACT

**Contract name**  
**Start Date**

**Contract name**  
**End date**

**Contracting Parties**  
**Buyer**  
**Address**  
**Contact Person**

**Seller**  
**Address**  
**Contact Person**

**DRAFT**

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## 1. Form of contract

The purchase agreement is completed through a purchase contract, i.e a written contract that is signed by the parties. Other commercial conditions enclosed by the supplier in the tender will not be considered.

## 2. Scope

EPOS ERIC is seeking proposals to select a professional company specialised in communication activities and services to be engaged in the design and elaboration of an integrated and articulated Communication Plan for the EPOS ERIC.

## 3. Price

Value in Euro \_\_\_\_\_. EPOS ERIC Benefit of VAT exemption.

Price must be quoted in Euro and will not be subject to revision. Other unforeseen costs incurred during the contract cannot be reimbursed.

## 4. Delays to Delivery, Penalties and Revocation

In the case of delays with respect to the agreed dates, EPOS ERIC must be entitled to receive a penalty from the contractor. A penalty must be paid for every seven days time period started during which the delay takes place at 1% of the value of the part of delivery which has not been possible to put into use as a result of delay. However, the entire penalty must not exceed 10% of the paid value.

## 5. Delivery address

EPOS ERIC  
c/o INGV  
Via di Vigna Murata n. 605  
00143 Rome – ITALY

## 6. Terms of Invoicing and Payments

The contractual amount will be paid off to the selected supplier as in the following terms:

- 20% of the global amount after the contract signature
- 50 % at the end the first phase (month 3<sup>rd</sup>)
- 30% at the end of the second phase (month 6<sup>th</sup>)

The invoice must include a report with a detail description of the activities and results.

Payment will be made in arrears by invoice at thirty (30) days net. Invoicing and administration charges are not accepted. If there is any reason to query invoices, EPOS ERIC has the right to withhold all or parts of payment.

## 7. Invoice address

EPOS ERIC  
c/o INGV Via di Vigna Murata n° 605  
00143 ROME (ITALY)  
FISCAL CODE 96409510581  
VAT NUMBER IT15152381008  
[epos-eric@pec.it](mailto:epos-eric@pec.it)

## 8. Penalty interest

If the purchaser does not pay the invoice within the correct time, penalty interest shall be paid in accordance with the regulations in the Italian law.

## 9. Sub-contractors

Subcontractors are not permitted.

## 10. Secrecy

The contractor must be familiar with and shall comply with any rule of secrecy that applies to the EPOS ERIC's operations. The contractor undertakes not to reveal or use any information from the EPOS ERIC, whatever this may be (information on personnel, finance, commercial aspects or research information etc.) which may become known to the EPOS ERIC. "The contractor" includes all natural persons and legal entities which are involved through the contractor in any way in order to fulfil his undertakings towards the EPOS ERIC, as well as any other persons who may come into contact with such information in any way. Secrecy will continue to be applied to such information even after the contract in general has ceased to be valid.

## 11. Transfer of contract

This contract may not be transferred to another natural person or legal entity.

## 12. Dispute

Disputes that may arise from this contract which cannot be resolved amicably must be finally settled by a court applying law. Any dispute negotiations must in the first instance take place in Rome – Italy.

This agreement has been created in two identical copies, one for each party involved. The contract is valid when signed by both parties.

Signatures of authorized parties:

**Buyer**

**Location/Date**

**Signature**

**Print name**

**Role**

**Seller**

**Location/Date**

**Signature**

**Print name**

**Role**

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