

TD5

Call-Off Contract for the procurement of wave energy
research and development services

TURBOWAVE PROJECT **PHASE [...]**

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1 Preamble

This document constitutes a Phase [...] Call-Off Contract for the provision of R&D services under the TurboWave project, within the framework of the Pre-commercial Public Procurement (PCP) tendered for this purpose, between the following parties:

On the one hand, as the contracting party

ENTE VASCO DE LA ENERGÍA (EVE), with Tax ID number Q5150001E and registered office at Edificio Plaza Bizkaia, Alameda de Urquijo, 36 - 1ª Planta - 48011 Bilbao (Bizkaia), Spain.

And, on the other hand, as contractor

[insert details of successful bidders]

The contracting party and the contractor shall be referred to jointly as "the parties" throughout the contract, unless each party is specified individually.

By signing this contract, the parties acknowledge their competence and capacity to enter into the contract and agree to deploy Phase [...] of the PCP in accordance with the terms and conditions set out herein, together with the provisions of the "TD1_Request for Tenders" Document and the Framework Agreement. This document is incorporated into the Framework Agreement as an annex.

2 Terms and Conditions

Article 1. Subject matter of the contract

This Call-Off Contract defines the specific terms and conditions for the performance of the R&D services defined in Article 3 ("R&D Services to be provided"), under Phase [...] of the PCP.

Article 2. Duration

The detailed services corresponding to Phase [...] must be provided within the timeframe established in the TD1 (Regulatory Document) sections 3.5 Tender for Pre-Commercial Public Procurement and 3.7 Tentative schedule for the PCP, in the TD2 TurboWave Challenge and, in any case, with a final performance deadline of [...] of [...].

Article 3. R&D services to be provided

3.1 The object of this Call-Off Contract is the R&D services and the preparation and presentation within the deadlines of the results and deliverables listed in TD1 in accordance with the requirements indicated in TD2, such documents being understood as integral parts even if they are not materially linked to this contract, in accordance with the methods and organisation of the services described in the Technical Offer, as well as in compliance with the feedback provided by the Monitoring Committee and the execution procedures included in both TD1 and the Framework Agreement.

3.2 The Contractor confirms awareness of the fact that the EVE may and / or will sign the same Contract with other Contractors....

Article 4. Provision of services

4.1 Within the periods indicated in TD1 and TD2, unless otherwise provided, the Contractor undertakes to deliver the provisions of article 3 of this Contract, which will be evaluated by a Monitoring Committee.

4.2 In case of negative evaluation (total or partial) or need for deepening, revision and clarification, the Monitoring Committee will communicate to the Contractor the elements to be specified, integrated, deepened, completed or implemented, and it will have the period indicated in section 6.2 of TD1, unless otherwise specified, to provide the elements indicated in the evaluation phase, by forwarding deliverables or in accordance with the methods communicated.

4.3 The Contractor undertakes to comply with the deadlines referred to in the previous paragraph indicated by the Monitoring Committee, except for accredited and justified reasons, which will in any case be subject to evaluation by EVE.

4.4 In case of non-delivery of deliverables or failure to comply with the deadlines referred to in section 4.2 above, EVE will proceed to act with the provisions of the Framework Agreement for this type of situation.

4.5 After the period referred to in section 4.1, the Monitoring Committee will proceed to any additional evaluation and, where appropriate, approve the deliverables and close the corresponding Phase.

Article 5 - Price, method of payment and accounting

The price to be paid shall be that established in the contractor's initial proposal for Phase [...], which amounts to [...] EUR [...] CENT, VAT excluded.

The invoice for payment must be sent to EVE, after approval of the corresponding deliverables by the persons in charge appointed by the contracting party.

Payment shall be made upon satisfactory completion of the milestones and deliverables of the phase. EVE shall pay within 30 days after the invoice has been checked for compliance.

The payment and invoicing conditions are specified in section 6.2 ("Payments based on satisfactory completion of phase milestones and deliverables") of the Regulatory Document.

Article 6. Entry into force

This Call-Off Contract shall come into force on the date the last party signs it, and shall remain in force until the end of its purpose, as set out in article 2 ("Duration") of this contract. In any case, the duration of this Call-Off Contract is subject to the duration of the Framework Agreement signed between the parties, which shall prevail over the Call-Off Contract.

Article 7. Terms of execution

With regard to the conditions of execution of the contract, the provisions of the Framework Agreement and the "TD1_Request for Tenders" Document will be followed.

Article 8. Legislation and jurisdiction

With regard to the applicable legislation and jurisdiction, the provisions of section 3.3 of the "TD1_Request for Tenders" Document as well as article 27 of the Framework Agreement shall apply.

Signature by EVE	Signature by [...].
Full name	Full name
Position in the company	Position in the company
Date and stamp	Date and stamp

TD4_Annex 1 Contractor Proposal – Phase [...]