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smart<sub>met</sub> 

The logo for the Smart.MET project. The word "smart" is in a grey sans-serif font, and "met" is in a blue sans-serif font. A blue water drop is positioned below the 'm' in "met". To the right of "met" is a blue icon consisting of three curved lines, resembling a Wi-Fi signal or a smart meter symbol.

## Annex 2

**SPECIFIC CONTRACT FOR PHASE [1][2][3]**

**Codice CIG n. 75400928C0**

*Applicable to the "Smart.met" project as referred to the action entitled 'PCP for Water Smart Metering – SMART.MET as described in the Grant Agreement No 731996 associated with document Ref. Ares(2016)6330258 - 09/11/2016 available on the EU Commission participant portal*

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**Annex 2**

## PCP Specific contract for phase [1][2][3]

This is a Phase Contract for Phase [...] between the following parties:

on the one part,

the "Lead Procurer" or "Lead Procurer", Viveraqua S.c.a.r.l, hereinafter referred to as "**Viveraqua**,

acting in the name and on behalf of the [other] procurers in the buyers group (together with the lead procurer: "SMART.MET Procurers"):

1. *Consortio de Gestión de Servicios Medioambientales de la Provincia de Badajoz, hereinafter referred to as "Promedio";*
2. *Eau de Paris;*
3. *Syndicat des Eaux et de l'Assainissement Alsace Moselle, hereinafter referred to as "SDEA";*
4. *Compagnie Intercommunale Liégeoise des Eaux, hereinafter referred to as "CILE";*
5. *Intercommunale bruxelloise de distribution et d'assainissement d'eau, hereinafter referred to as "Vivaqua Scrl";*
6. *Fovarosi Vizmuvek Zartkoruen Mukodo Reszvenytarsasag, hereinafter referred to as "Vizmuvek".*

Hereinafter individually referred to as "SMART.MET Procurer" and collectively as "SMART.MET Procurers",

and on the other hand, the "Contractor", [insert details of the contractor],

..... with headquarters in ..... via ..... Fiscal Code and VAT number n. .... (hereafter referred to as " ..... ") headed by its ....., born in ..... on .....

**[OPTION for joint tenders: acting in the name and on behalf of the other members of group of tenderers:**

1. .... with headquarters in ..... via ..... Fiscal Code and VAT number n. .... (hereafter referred to as " ..... ") headed by its ....., born in ..... on ..... [insert the details of the members of the group of tenderers]

2. .... with headquarters in ..... via ..... Fiscal Code and VAT number n. .... (hereafter referred to as " ..... ") headed by its ....., born in ..... on ..... [insert the details of the members of the group of tenderers]

3. ....

*The members of the group of tenderers are hereafter collectively referred to as "the Contractor" and will be jointly and severally liable vis-à-vis the Lead Procurer for the performance of this Framework Agreement and the Specific Phase Contracts.]*

The Lead Procurer, SMART.MET Procurers and the Contractor(s) shall be referred to together as "Parties" and individually as "Party", unless otherwise specified.

## PREAMBLE

### WHEREAS:

- i. Based on the communication by the Lead Procurer of *[insert date]*, the above mentioned Contactor has been declared as one of the successful tenderers in the SMART.MET PCP Project;
- ii. On *[insert date]*, the Lead Procurer and the Contractor signed the Framework Agreement, which, in accordance with article [...], provides that the Contractor shall proceed with the performance of the activities in accordance with the Phase Contracts, which constitutes integral and substantial part of the Agreement.

The conditions for the execution of the assignment subject of this Phase Contract, in accordance with article [...] of the Framework Agreement, are expressed as follows:

## TERMS AND CONDITIONS

### Article 1 – Subject of the contract

This Specific Phase *[I] [II] [III]* Contract defines the specific terms and conditions for the implementation of the PCP procurement of R&D services set out in Article [...] – for the *[1<sup>st</sup>][2<sup>rd</sup>][3<sup>rd</sup>]* PCP phase.

### Article 2 – Duration

- 2.1. This Specific Phase *[I] [II] [III]* Contract is effective from [insert date] to [insert date]. At the end of this Phase *[I] [II] [III]* Contract, in accordance with article [...] of the Framework Agreement of [insert date] the Lead procurer reserves its right to execute the assessment / evaluation of the performed activities, within the condition specified therein.
- 2.2. The period of execution of the tasks under Phase *[I] [II] [III]* as provided under article 2.1 above may be extended only with the express written agreement of the Parties, prior to the expiration of the period for execution of the tasks.

### Article 3 – R&D services to be provided

- 3.1. The contractor shall provide the R&D services (tasks, deliverables and milestones) set out in the Technical Offer, the technical specifications Document and the PCP Call for Proposals for this specific Phase *[I] [II] [III]*: [...]  
*Phase I: Solution exploration and design;*  
*Phase II: Prototype development;*  
*Phase III: Original development of a limited volume of first products or services in the form of a test series.*
- 3.2. The following members of the Contractor's staff shall be in charge of carrying out the R&D activities for the specific contract: [...]

3.3. The activities provided for under this article 3 shall be carried out in [*insert country/city where they carry out the R&D activities*].

#### Article 4 – Price and payment arrangements

4.1. The price to be paid by [*the lead procurer*]/[*the procurers in the buyers group*] for the R&D services set out in Article 3 above shall be:

4.2. **Phase I:** Solution exploration and design: \*30,000 € (thirty thousand €);

4.3. **Phase II:** Prototype development: \*250,000 € (two hundred fifty €);

4.4. **Phase III:** Original development of a limited volume of first products or services in the form of a test series: \*500,000 € (five hundred thousand €).

4.5. Payment schedule:

For Phase 1 will be: 10% at the beginning of Phase 1 and 90% after completion of the solution design and feasibility studies (Phase 1).

For Phase 2 will be split in two parts: 20% at the assignment to Phase 2 and 80% at the end of Phase 2, after the End of Phase 2 Report has been approved.

For Phase 3 will be split in two parts: 30% at the assignment to Phase 3 and 70% after inspection and testing of test series products developed during Phase 3, after the End of Phase 3 Report has been approved

4.6. The contractor's bank account in which payments will be made is: [*insert the extremes*].

4.7. The invoice must be in the name of Viveracqua S.c.a r.l - Lungadige Galtarossa n. 8 - 37133 Verona (Italy), VAT No. 04042120230. Invoices must be sent by e-mail to: [contabilita@viveracqua.it](mailto:contabilita@viveracqua.it)

4.8. Payments will be made 30 days from the date of invoices at the end of the month, by bank transfer. / or 30 calendar days

\*excluding Italian VAT rate (22%)

Non-Italian contractors should not apply VAT.

Italian contractors should apply in their invoices the non-taxability regime of art. 72, comma 3, n.3 D.P.R. 633/1972, declaring that the transaction is not taxable at 90 % pursuant to art. 72, paragraph 3, no. 3 D.P.R. 633/1972. This should be done by applying VAT to only 10% of the invoiced amount and annotating in the invoice: "*L'operazione è non imponibile al 90 % ai sensi dell'art. 72, comma 3, n.3 D.P.R. 633/1972*".

#### Article 5 – Intellectual Property Rights

In accordance with provisions of articles 1.2 section 5 of the Request for Tender, the Contractor undertakes to grant the Lead Procurer and the other SMART.MET Procurers, an irrevocable, worldwide, royalty-free, non-exclusive license to use, at no additional costs, the Results of what has been achieved with regard to the Research and Development activities pertaining to this Phase, immediately following the date of the verification report.

### **Article 6 – Termination**

The Cases and terms of termination are provided by article 22 of the Framework Agreement draft.

### **Article 7 – Individuals in charge**

In relation to the activities provided by this Phase Contract, the individuals in charge of the activities are:

- Mr. /Mrs. <>, on behalf of the Contractor;
- Mr. /Mrs. <>.on behalf of the Lead Procurer.

### **Article 8 – Penalties and liabilities**

Provision contained in articles 12 and 13 of the Framework Agreement will ensure the correct and prompt execution of obligation provided in this Executive Deed

### **Article 9 – Applicable law and dispute settlement**

The applicable law is the Italian law.

The interpretation and construction of this Agreement shall be subject to the following provisions: D.Lgs. 50/2016

Any disputes between the Parties, arising with reference to the interpretation, performance, validity, effectiveness and termination of this Agreement and the Phase Contracts, shall be the exclusive competence of the Administrative Court of Venice (Italy).

### **Article 10 – Security related obligations**

Add a provision on security if specifically needed for the phase and not already covered by the provision in the framework agreement.

D.Lgs. 09 April 2008, n. 81 smi - Implementation of article 1 of the law 3 August 2007, n. 123, concerning the protection of health and safety in the workplace.

### **Article 11 – Entry into force**

This Phase Contract shall enter into force on the date it is signed by the Parties hereto.

### **SIGNATURES**

The Lead Procurer signs for the buyers group and — in case of joint tenders — the lead contractor for the group of contractors.