# CONTRACT

**EXTERNAL AUDITING SERVICE**

**Ref.: Call for Tender n. 1/2022**

**x Offer Date: xx/xx/xxxx**

**Economic and financial audit for the EPOS ERIC accounts and Financial Statement for the financial years 2022, 2023, 2024.**

**Contracting Parties**

**EPOS ERIC x**

**Via di Vigna Murata n° 605 x**

**00143 Roma (Italy) x**

**Date,**

# 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.

# Scope

This contract refers to the specialised external auditing services for the provision of the EPOS ERIC accounts and Financial Statements for the financial years 2022, 2023 and 2022.

The Contractor undertakes to comply with generally and internationally accepted standards for auditing -International Standard Auditing (ISA) and in particular with ISA Italia.

The Auditor certificate should be delivered to the EPOS ERIC Executive Director no later than March the 30th of each year.

# Duration

The Contractor will be required to perform auditing services to the accounts of the EPOS ERIC financial years from 2022 to 2024 (three years), stating that the assignment will continue until the approval by the General Assembly of the Financial Statements as at 31/12/2024.

# Price and payments

Value in Euro to perform the EPOS ERIC accounts and Financial Statements for the financial years 2022, 2023 and 2024 are the following:

* Year 2022: Euros x
* Year 2023: Euros x
* Year 2024: Euros x (This includes the first portion of 2025 until the 202x Financial Statements approval)

EPOS ERIC Benefit of VAT exemption.

The price includes all remuneration and fees as well as all costs and working hours for meetings, work travel, fees, general and any indirect costs and administrative overheads.

The price should be free of all duties, taxes and other charges (social security and welfare contribution included) and any other costs incurred by the Contractor in performing its activities. Price will not be subject to revision.

# Payments

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

# Delays to Delivery, Penalties and Revocation

Regarding 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 started during which the delay takes place at 1% of the value of the part of the delivery which has not been possible to put into use as a result of the delay. However, the entire penalty must not exceed 10% of the paid value.

# 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

# Sub-contractors

Subcontractors are not permitted.

# Confidentiality and conflict of interest

The Contractor undertakes that it will not at any time, either before, during or after the termination of the service contract, use or disclose or communicate to any third-party confidential information relating to the EPOS ERIC. This restriction shall continue to apply after the termination of the contract without limit in point of time. To ensure the independence of the terms of the contract, the Contractor will sign a declaration certifying that it has no conflict of interest in relation to the tasks to be undertaken and that it will inform EPOS ERIC should this status change.

# Privacy Statement

Data will be processed under Article 13 of the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

#  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 of 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 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 has generally ceased to be valid.

# Transfer of contract

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

#  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:

**EPOS ERIC**

**Via di Vigna Murata n° 605**

**00143 Roma (Italy)**