



## **Pre-Commercial Procurement (PCP)**

### **BroadWay**

**Innovation activity to enable a pan-European interoperable broadband mobile system for PPDR**

## **TENDER DOCUMENT 4:**

### **PCP SPECIFIC CONTRACT**

**(the “SPECIFIC CONTRACT”)**

Version dated 15 February 2019

## ***SUBMISSION TO EC AS D2.2***

**This PCP Specific Contract, designated as Tender Document 4, should be read in conjunction with other documents related to this Pre-Commercial Procurement (PCP), listed hereunder:**

- Tender Document 1: Request for Tenders (TD1)
- Tender Document 2: PCP Challenge (TD2)
- Tender Document 3: Framework Agreement (TD3)

All documents are to be downloaded from the BroadWay website [broadway-info.eu](http://broadway-info.eu)

***WAIVER: Contractors must be informed that the Specific Contract will be signed in its English version. With the submission of their Tenders, Contractors accept this fact.***

This Project has received funding from the European Union’s Horizon 2020 research and innovation programme under Grant Agreement No 786912.

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**This Specific Contract (the “Specific Contract”) is made on the [insert date] day of [month] [year] between:**

**(1) On the one hand,**

**A.S.T.R.I.D. SA**, a public limited company under Belgian law, with registered office at Boulevard du Regent 54, Brussels 1000, Belgium and registered with the Belgian Crossroads Bank for Enterprises under the number 0263.893.151,

(The "Lead Procurer"),

Acting in its own name and on behalf of the GOP,

**AND,**

**(2) On the other hand,**

**[Contractor’s full legal name], with registered office at [address]**

(The "Contractor")

**IN CASE OF CONSORTIUM: acting in the name and on behalf of the other members of a group of tenderers:**

1. [insert the details of the members of the group of tenderers]
2. ...

**The members of the group of tenderers and will be jointly and severally liable vis-à-vis the Lead Procurer, the Group of Procurers and each individual GOP Member for the performance of this Framework Agreement and the Specific Contracts.**

**(all together, the "Contractor")**

**The Lead Procurer and the Contractor being together called “the Parties” and individually a "Party".**

Both parties mutually recognize their competence and capacity to enter into this Agreement.

**IT IS AGREED** as follows:

This Specific Contract is made under and is subject to the Terms and Conditions of the Framework Agreement made between the Parties on [insert date] for the BroadWay PCP with title “Innovation activity to develop technologies to enable a pan-European interoperable broadband mobile system for PPDR”.

**All terms used in this Specific Contract shall have the meaning as described in the Framework Agreement or TD1-RFT, TD2-PCP Challenge (the “Tender Documents”), unless otherwise is evident from the context.**

### Article 1: Scope of the Contract

By signing of this Specific Contract, the Lead Procurer assigns to the Contractor and the Contractor undertakes the task of performing the R&D Services within the scope of Phase 1 of the Project as described in the Tender Documents and the Contractor's Submission. The Contractor acknowledges that the Lead Procurer has simultaneously entered into corresponding Framework Agreements and Phase Contracts for Phase 1 with other Tenderers.

The common challenge of the BroadWay PCP is to enable 'interoperable next generation of broadband radio communication systems for public safety and security' to improve Public Safety and Disaster relief organisation's (PPDR's) service to Europe's citizens, and enhance interoperability across borders.

The objective of Phase 1 is to deliver designs for solutions, test platform and practitioner evaluation, accommodating all of BroadWay's Objectives

The Contractor shall manage and complete the R&D Services with regard to Phase 1 in accordance with the Tender Documents and the Contractor's Submission for Phase 1, and shall allocate sufficient resources to the R&D Services and the Project to enable it to comply with this obligation, to manage and to complete the R&D Services with regard to Phase 1.

### Article 2: Time schedule

The R&D Services with regard to Phase 1 shall be performed and delivered in full within the timetable set out in the Tender Documents and/or Submission. The completion date of Phase 1 is 31<sup>st</sup> January 2020. (the "Completion Date").

### Article 3: Entry into force

The Specific Contract becomes effective upon signing by both Parties and shall remain in effect until the Completion Date set out in Article 2 above, if not terminated earlier. In any case, the duration of the Specific Contract shall be conditioned to the duration or early termination of the Framework Agreement, in which case this Specific Contract shall be also terminated automatically.

Subject to the foregoing, any amendment to the Framework Agreement shall only enter into force upon signature by the authorized representative(s) of each Party.

Signed in [redacted] original copies [one for each Party] on [redacted]

SIGNED for and on behalf of the Group of Procurers	SIGNED for and on behalf of the Contractor
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(being a duly authorized officer of the Lead Procurer)	
Date:	Date: