

[Contr\_Proposed\_Date\_TEXT]

<b><i>Service Contract</i></b>
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'Specialist Task Force' (STF) on *Subject*.

Between

**The European Telecommunications Standards Institute** a non-profit association under the Act of 1901, whose registered office is:

Located at:

650, Route des Lucioles  
06921 Sophia Antipolis Cedex  
France

Hereinafter referred to as "ETSI" or the "**INSTRUCTING PARTY**"

represented by Mr. Luis Jorge ROMERO SARO, in his capacity as DIRECTOR GENERAL

On the one part

And

**CONTRACTOR**

Located at:

***Contractor Address***

Hereinafter referred to as the "**SERVICE PROVIDER**"

represented by ***Contractor signatory***

On the other part,

**THE FOLLOWING HAS BEEN DECIDED AND AGREED:**

ETSI is an association whose business purpose is notably to develop and maintain technical standards in the field of Information Technology and Communications as required by its members.

Under ETSI's operating rules, a specific skill may be sourced externally, in the context of what is known as "Specialist Task Forces" (STFs), when the need for standardisation is urgent.

To finalise the task entrusted to this STF, the instructing party has found it necessary to call an independent service provider.

The service provider in question meets the requirements of the instructing party, by virtue of the skills and experience required in the STF's field of competence.

The purpose of this agreement is to specify the services that will be provided independently, in return for a fee, to meet the instructing party's requirements.

To enable the proper implementation of this agreement, the parties have set out the rights and obligations of the service provider and the instructing party below.

## **Article 1 Purpose of the agreement**

As a professional, with a know-how not present within the instructing party, the service provider, who is recognised for its specialisation in the field of **subject**, has been asked by the instructing party to carry out the tasks defined in Annex 1, in the framework of this agreement and in accordance with the instructing party's operating rules especially with regard to the organisation of STF's.

The different tasks entrusted to the service provider, in order to achieve the objectives defined in the Specifications of the corresponding STF, are defined in Annex 1.

The different tasks must be carried out according to the schedule defined in Annex 2.

## **Article 2 Contractual documents and the integral nature of the contractual commitments**

The entire agreement comprises this document that includes the special conditions and the following appendices:

- Annex 1 - Specifications
- Annex 2 - Schedule (Milestones) / Payment Plan
- Annex 3 - Contact persons
- Annex 4 - Administrative requirements
- Annex 5 - Support from an ETSI Member

The agreement, as defined above constitutes the entire agreement between the parties. It cancels and replaces, if necessary, any proposal and/or previous written or verbal agreements, concerning the subject of this agreement.

The provisions of the agreement may only be modified by an amendment signed by both parties.

The possible invalidity of any one of the provisions or a part of a provision, shall not alter the validity of the other clauses.

## **Article 3 Obligations of the service provider**

### **Article 3.1 Obligations concerning its legal situation**

The service provider will provide the instructing party with the details of its employment, legal and tax status and provide the related documentary evidence and certificates as provided for by the law (see Annex 4).

It also undertakes to comply with the conditions for registration, compulsory social contributions and declarations and payments to the tax authorities. The service provider declares to be up-to-date on its obligations required by its legal status.

Concerning any employees that it may have, it declares that it has made all necessary declarations, that it complies with the labour regulations in force, and is up-to-date for all tax or social contributions due in their respect. The service provider alone will be held civil and criminal liable in the event of any incorrect information. The service provider undertakes to only employ declared workers and apply the current labour regulations to them.

### **Article 3.2 Obligations in the fulfilment of its service provision**

**3.2.1** The service provider must perform the services defined in Annex 1, in compliance with standard industry practices in its field of expertise.

**3.2.2** The service provider will assume the management powers for its assignment and its on-site staff, in compliance with the instructing party's operating rules, i.e.:

- ETSI Directives <https://portal.etsi.org/directives/home.aspx>
- [STF\_abbr] management rules: <https://portal.etsi.org/STF/STFs/Summary.aspx>

The service provider must provide all its know-how and skills necessary for the performance of its services for the duration of the agreement.

**3.2.3** At the request of the instructing party, and/or any person designated by the instructing party in accordance with the instructing party's operating rules, the service provider shall provide full details relating to the performance and progress of the work. This obligation is only to ensure compliance with the agreement. The service provider has total independence in performing its service.

**3.2.4** The service provider undertakes to behave with respect to the instructing party's staff, and any person designated by the instructing party under its operating rules, by following the highest professional standards and ethics.

### **Article 3.3 Service Provider's liability and insurance**

In performing this agreement, the service provider must demonstrate that it takes full care and attention as befits an experienced professional.

The service provider shall accept liability for any harmful consequences resulting from the actions, omissions, mistakes, errors, failures and oversights that it might perpetrate under the present agreement, except in cases where such harmful consequences are due to the negligence or wilful misconduct of ETSI. Insurance cover for all the relevant risks shall be at the service provider's expense. The service provider's overall liability under this Agreement shall be limited to twice the fee according to Section 6.1, wilful intent excepted.

Accordingly, the service provider must, at its own expense, take out adequate employer's liability insurance.

## **Article 4 Organising the service provider's work**

### **Article 4.1 General principles on service performance**

The service provider will have full freedom and independence to perform its services. It will assume full responsibility for performing its services. The instructing party shall refrain from giving any kind of instructions to the employees of the service provider in the context of performing their assignment.

### **Article 4.2 Place of work & working conditions**

The service provider may either carry out the work in its own premises or in the premises of the instructing party.

Those service provider's employees who are required to work in the instructing party's premises for the purposes of performing the assignment, shall do so under the service provider's sole instructions, and shall report directly and solely to the service provider and shall remain under its sole and entire responsibility.

The instructing party's offices, which the service provider must visit for the purposes of its service provision, are exclusively as follows:

ETSI  
650 route des Lucioles  
06921 Sophia Antipolis Cedex

To do this, the service provider must comply with the instructing party's operating and safety rules (entry and exit checks, wearing a badge) and may only stay on-site for the time that seems necessary, only during business days and during office hours of the instructing party which are currently as follows: 7:30 am - 8 pm. Outside of this context, the service provider must obtain the instructing party's prior approval. The staff of the service provider shall only be subject to the working hours set by the service provider.

Without prejudice to the provisions of this article, the service provider undertakes to attend the necessary meetings to monitor the performance of its services.

In particular, the instructing party or any person designated by the instructing party in accordance with the instructing party's operating rules, may require the service provider to participate in meetings and events, as per Annex 1. The service provider must ensure that the staff attending these meetings and events has the necessary qualification and knowledge of the context to ensure a professional presentation of the STF work and will provide a report from the meeting or event to the instructing party.

Irrespective of where the service is provided, the service provider's staff shall report directly to it, under its responsibility and at its expense.

#### **Article 4.3 Service provision to other customers**

The service provider remains free to provide its services to its own customer base.

#### **Article 4.4 Equipment provision & Maintenance**

The service provider is free to choose the hardware for its assignment and shall provide its own equipment.

However, within its premises, the instructing party shall make available the hardware and equipment necessary to perform the service, including computer software and hardware to the service provider.

This provision of equipment by the instructing party to the service provider, is justified due to

- a need for computer security - in terms of compatibility including - with regard to the computer hardware
- the need for collaborative tools
- the confidential nature of the service.

The service provider undertakes to ensure that its staff respects the security instructions for the equipment provided.

In addition, the instructing party shall provide the service provider with any document, information or data that it considers useful for the purposes of the service provision.

Maintenance of the fixed hardware in the instructing party's offices made available to the service provider shall be borne by the instructing party.

#### **Article 4.5 Health and safety plan**

In order to prevent any risks related to the interference between the activities of the instructing party and the service provider, the required information has been sent by the service provider, a prior inspection of shared workplaces, the analysis of occupational risks and, if applicable, the establishment of a prevention plan (in the appendix of this agreement) have been produced in accordance with the provisions of Articles R4511-1 et seq. of the French Labour Code.

The service provider also declares that it has read the specific hygiene and safety conditions in the instructing party's internal rules and regulations and is committed to ensuring that its own employees follow them strictly. The instructing party commits to give the service provider at least eight days advance notice of any changes on this matter, applicable within its organisation.

It is also agreed that any new statutory or regulatory provision in this area will be immediately enforced.

### **Article 5 Monitoring compliance of the service provision - Acceptance Procedure**

The service provider undertakes to make every effort to perform the service in the strict compliance of the functional and quality standards specified in the agreement and in particular to provide the deliverables as per Annex 1 and in conformance with the schedule of Annex 2.

Under Article 3.2.2, the service provider undertakes to perform the service in accordance with the stipulations contained in the "ETSI Directives" as well as any of the instructing party's procedures with respect to deliverables and management of STFs. The service provider acknowledges that it has been fully advised of these procedures.

The service provider shall cause its staff to report to the instructing party on the progress of the service performed, including on its assessment of the percentage of execution of the work under the corresponding milestone of Annex 2 (hereinafter "Report").

The service provider accepts that its obligation in this regard is a performance obligation.

Upon receipt of the deliverable, the instructing party shall be entitled to assess, at its full discretion, the compliance of the deliverable with the requirements set forth in Annex 1 and the milestones referred to in Annex 2, based on the Report.

If the deliverable is fully accepted by the instructing party, payment will be made according to the payment plan of Annex 2.

If a deliverable is found to be non-compliant, the instructing party shall provide the service provider with a written description of the observed non-compliance. The service provider shall submit a proposal for corrective action to the instructing party, or any person designated by the instructing party in accordance with the instructing party's operating rules. The instructing party, or any person designated by the instructing party's operating rules, reserves the right to (i) refuse acceptance of the deliverable in case it does not meet the requirements according to 3.2.1 hereunder, and until the quality of the deliverable according to 3.2.1 is achieved, and (ii) to suspend the corresponding payment.

## **Article 6 Financial conditions**

### **Article 6.1 Fee**

The fee for the service is set as a lump sum amount of **XXX EUR** ex VAT, taking into account the nature of the service, the resources implemented and the skills of the staff involved and the related expenses.

The fee for the service will be paid by the instructing party to the service provider

The fee for the service notably includes the travel costs for the service provider's staff in order to participate in the working sessions of the relevant STF.

Where the service provider's staff are required to travel to work meetings other than those mentioned above, the travel costs shall be the subject of a quotation submitted for the prior approval of the instructing party.

### **Article 6.2 Service provider salaries**

The salaries of the service provider's employees will be borne by the service provider, including all the incidental payroll expenses and related professional costs.

### **Article 6.3 Invoicing & payment**

Any invoice issued under this agreement may only take place after (i) the deliverables and Report are issued on the milestone referred to in Annex 2 and (ii) the deliverable has been fully accepted by the instructing party in accordance with the acceptance procedure described in Article 5.

Any invoice issued under this agreement shall include the following details: agreement number, corresponding milestone, performance period and be addressed to:

ETSI,  
650, Route des Lucioles,  
06921 Sophia Antipolis Cedex, France.

Or sent by email to:  
[STFlink@etsi.org](mailto:STFlink@etsi.org)

Any invoice issued under this agreement shall be payable 30 calendar days from the invoice date, subject to compliance with the previously mentioned conditions and provided that it has not been issued more than one year after completing the corresponding milestone.

#### **Article 6.4 Bank account**

Payment of all invoices under this agreement will be made by ETSI in EUR to the account held in the name of the COMPANY: account holder name/ IBAN number/ SWIFT code with the bank **BANK NAME**, located at **BANK ADDRESS**

#### **Article 6.5 Taxation**

ETSI is liable to VAT. The European VAT number is **FR14348623562**. As a result of the fee for this agreement being subject to French taxation, ETSI will pay VAT and any other taxes as requested by the French authorities, with the exception of any taxes due by the service provider as per article 3.1.

#### **Article 7 Confidentiality**

The Service provider undertakes to treat as strictly confidential during the term of this agreement and for a period of five years thereafter any information of the instructing party indicated as "confidential" of which it has had knowledge for the performance of its service, irrespective of whether this information or these documents are directly related to its service for the duration of and after the end of this agreement.

The restrictions on the use and disclosure of such confidential information shall not apply to any information which is:

- (a) proven to have been known to the service provider prior to the time of its receipt pursuant to this agreement; or
- (b) in the public domain at the time of disclosure to the service provider or thereafter enters the public domain without breach of the terms of this agreement; or
- (c) lawfully acquired by the service provider from an independent source having a bona fide right to disclose the same; or
- (d) independently developed by an employee of the service provider who has not had access to any of the confidential information of the disclosing party.
- (e) required to be disclosed by the service provider by virtue of a court order or statutory duty, the service provider shall be allowed to do so, provided that it shall without delay inform the instructing party in writing of receipt of such order or duty and reasonably enable the instructing party to seek protection against such order or duty.

The service provider accordingly undertakes to make any useful provision to ensure that its staff comply strictly with this confidentiality clause and ensure that third parties to this agreement can have no possible access to any information that is by nature confidential.

#### **Article 8 Intellectual Property Rights**

The knowledge owned by ETSI during the duration of the contract which the service provider may have access to, may be only used by the service provider for the purposes of performing the services under this agreement.

The service provider undertakes to observe the provisions of ETSI's Intellectual Property Rights policy, as defined in the ETSI Directives

#### **Article 9 Duration & Amendment**

##### **Article 9.1 Duration**

This agreement shall enter into effect on **yyyy-mm-dd** for the time necessary to perform the contractually defined services, subject to an early termination in accordance with the stipulations set out in Article 10 below.

It shall end on the date the services are completed and in any case no later than **yyyy-mm-dd**. This date corresponds to the maximum duration chosen for the service performance.

##### **Article 9.2 Amendment**

In the event of an extension of the assignment after **yyyy-mm-dd** an amendment to this agreement shall be concluded.

#### **Article 10 Termination**

##### **Article 10.1 From the Service provider**

If the service provider wishes to terminate this agreement for any reason whatsoever, it must inform the instructing party by giving advanced notice of 30 calendar days. The service provider must do everything to progress the completion of its service provision so that the instructing party can replace it under the

best possible conditions.

#### **Article 10.2 From the Instructing party**

If the instructing party wishes to terminate this agreement for any reason whatsoever, it must inform the service provider by giving advanced notice of 30 calendar days.

When the agreement is terminated in accordance with Articles 10.1 or 10.2, (i) any sums due to the service provider shall be assessed in accordance with Articles 5 and 6.3 of the agreement and (ii) no further compensation shall be due to the service provider.

#### **Article 10.3 Breach**

If there has been a total or partial breach of any of the service provider's obligations, this agreement shall be automatically terminated due to the exclusive fault of the service provider, without any further compensation and without prejudicing any legal action that the instructing party might claim, if the breach is not rectified within fifteen (15) calendar days after sending a registered letter with acknowledgement of receipt. Tasks fulfilled by the service provider in accordance with this agreement prior to any such breach, remain unaffected by this Article 10.3 and will be compensated pro rata as laid down in Annex II.

#### **Article 11 Force majeure**

The responsibility of either of the parties shall be fully discharged if there is a breach or delay in performance of one or several obligations provided for in this agreement that is due to force majeure.

Force majeure constitutes any event outside the control of a party, not due to a possible fault or negligence of that party, which the party is unable to prevent or predict by the exercising reasonable diligence; this notably includes any event that has the characteristics of force majeure within the meaning of Article 1148 of the Civil Code and French case law.

The party affected by any case of force majeure must notify the other party by any method no later than three calendar days following its occurrence.

Without prejudicing the above mentioned paragraphs, the party must provide the diligence and the necessary efforts to fulfil its obligations under the agreement as soon as possible, after the occurrence of the force majeure event.

If a force majeure affecting one of the parties continues for more than 30 calendar days, the other party shall be entitled to automatically declare that the agreement is terminated, without compensation, by sending a registered letter with proof of receipt.

#### **Article 12 Applicable law and dispute settlement**

This agreement is governed by French law, with the exception of the conflict of laws rules.

In case of difficulty regarding the interpretation, application or performance of any of the above-mentioned clauses, either during the term or after the expiry of this agreement, disputes which could not be resolved amicably between the parties shall be submitted to the exclusive jurisdiction of the Tribunal de Grande Instance of Grasse, even in the event of multiple defendants, third party proceedings or emergency proceedings.



In two copies, one for each of the parties.

**For CONTRACTOR**

***Contractor signatory***  
Role/Title

**For ETSI**

**Mr. Luis Jorge ROMERO SARO**  
ETSI Director-General

**Date:**

**Date:**

**Annex 1 Specifications - STF Terms of Reference (ToR) and  
Performance Indicators**

## Annex 2 Milestones

Payments will be made upon full acceptance by the ETSI Secretariat of the deliverable as per article 5:

<b>Code</b>	<b>Milestone description</b>	<b>Destination</b>	<b>Payment %</b>	<b>Cut-off date</b>
A	Milestone definition		XX%	yyyy-mm-dd
B	Milestone definition		XX%	yyyy-mm-dd
C	Milestone definition		XX%	yyyy-mm-dd
D	Milestone definition		XX%	yyyy-mm-dd

## Annex 3 Contact Persons

The parties designate the following individuals as contact persons:

### **TECHNICAL CONTACT PERSONS /PROJECT MANAGERS**

#### For the Service Provider

##### ***Contractor contact***

Role/title:  
e-mail:  
Tel:  
Mobile:

#### For ETSI

##### **Mr. Alberto BERRINI**

ETSI STF Senior Technical Officer  
e-mail: alberto.berrini@etsi.org  
Tel: +33 4 92 94 42 64  
Mobile: +33 6 30 67 93 61

### **FINANCIAL CONTACTS**

#### For the Service Provider

##### ***Contractor contact***

Role/title:  
e-mail:  
Tel:  
Mobile:  
Fax:

#### For ETSI

##### **Mr. Youssef SAKHO**

ETSI Funded Projects Support  
Director  
e-mail: STFLINK@etsi.org  
Tel: +33 4 92 94 49 40  
Fax: +33 4 93 65 47 16

Postal address:

Postal address:

STFLINK  
650, routes des Lucioles  
F-06921 Sophia Antipolis Cedex  
France

## Annex 4 Administrative requirements

These requirements are due if and only if service contract value is above 5 000 € (five thousands euros):

Service provider established...	Documents/information to be provided to ETSI	When
... in France	<p>“Attestation de vigilance” delivered by Urssaf proving social contributions have been duly paid in the last 6 months</p> <p>Registration identification Number, if service provider is registered in a professional register (RCS, RM)</p>	<ul style="list-style-type: none"> <li>• on contract signature</li> <li>• every 6 months until the end of the contract</li> </ul>
... abroad	<p>VAT number</p> <p>An official document proving social contributions have been duly paid in the last 6 months. For a self-employed company a A1 certificate</p> <p>Registration identification Number, if service provider is registered in a professional register</p>	<ul style="list-style-type: none"> <li>• on contract signature</li> <li>• and every 6 months until the end of the contract</li> </ul>

## **Annex 5 Support from an ETSI Member**