

Plugtests Service Contract

() XXX on SPLU Title.

Hereinafter referred to as the "Event"

BETWEEN

European Telecommunication Standards Institute, a not-for-profit association founded in accordance with the law of 1st July 1901, registered at the sub-prefecture in Grasse under number W061004871 and whose headquarters are located at 650 route des Lucioles, 06921 Sophia-Antipolis Cedex, France, represented for the purposes of this Contract by **Mr Luis Jorge Romero Saro** in his capacity as Director General.

Hereinafter referred to as "ETSI" or the "**Instructing Party**"

AND

[Name of the company] registered in [Country] under the [Nationality] commercial registration number [Commercial registration number] headquartered at [Full address] represented for the purpose of this Contract by [Name of the legal representative], as [Job title of the Legal representative];

Hereinafter referred to as the "**Service Provider**"

Hereinafter independently referred to as "a Party" or jointly as "the Parties"

PREAMBLE

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.

To finalise the tasks related to this Event to this Event, the Instructing Party has found it necessary to call an independent Service Provider.

ETSI has outlined its requirements to the Service Provider and it is in the full knowledge of these requirements that the Service Provider has confirmed that it has the necessary experience and expertise skill and knowledge to achieve ETSI's objectives.

In view of the commitments made by the Service Provider, ETSI has decided to assign the Service Provider, in accordance with the terms and conditions outlined in this Contract (the "Contract"), which have been accepted by the Service Provider, with the provision of the services as defined in the Contract.

AS A CONSEQUENCE OF WHICH THE PARTIES HAVE AGREED THE FOLLOWING:

Article 1 PURPOSE

The purpose of this Contract is to define the terms and conditions under which ETSI assigns to the Service Provider, who undertakes to perform them, the provision of services in compliance with the Specifications described in Annex 1 and hereafter referred to as the "Services".

As a professional, with a know-how not present within the Instructing Party, the Service Provider, who is recognised for its specialisation in the fields of competence required for the Event, has been asked by the Instructing Party to carry out the Services, in the framework of this Contract and in accordance with the Instructing Party's operating rules especially with regard to the organisation of the Event.

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

Article 2 CONTRACTUAL DOCUMENTS

The entire Contract comprises this document that includes the terms and conditions and the following annexes, classed in decreasing order of priority:

- Annex 1 - Specifications
- Annex 2 - Schedule (Milestones) / Payment Plan
- Annex 3 - Contact persons
- Annex 4 - Administrative requirements

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

The provisions of the Contract may only be modified by an amendment signed by both Parties.

Article 3 ENTRY INTO FORCE - DURATION

This Contract shall enter into effect on [Appropriate date] for the time necessary to perform the Services, subject to an early termination in accordance with the stipulations set out in Article 11 below.

It shall end on the date the services are completed and, in any case, no later than [Appropriate date]. This date corresponds to the maximum duration chosen for the Services performance.

If for any reason, the dates of the Services performance are changed, the duration of the present Contract may be extended via a written addendum duly signed by the Parties.

Article 4 SERVICE PROVIDER OBLIGATIONS

Article 4.1 Obligations concerning its legal situation

The Service Provider will provide the Instructing Party with the details of its legal status and provide the related documentary evidence and certificates as listed in Annex 4.

The Service Provider also undertakes to comply with the conditions for registration, compulsory social contributions, declarations and payments to the tax authorities of its country. The Service Provider declares to be up to date on its obligations required by its legal status and undertakes to remain up to date during the present Contract

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.

The Service Provider undertakes to provide the Instructing Party with any proof confirming compliance with its obligations at first request of the Instructing Party and at any time during the entire duration of the present contract.

Article 4.2 Obligations in the fulfilment of its service provision

4.2.1 The Service Provider must perform the Services defined in Annex 1, in compliance with standard industry practices in its field of expertise.

4.2.2 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>

The Service Provider must provide all its know-how and skills necessary for the performance of its Services for the duration of the Contract.

4.2.3 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 Contract. The Service Provider has total independence in performing its Services.

4.2.4 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.

4.2.5 The Service Provider may perform its obligations under this Contract through its affiliates, provided that the Service Provider shall ensure such affiliates comply with the terms of this Contract and shall be responsible for any breach of such terms by such affiliates. For purposes of this section "affiliate" means any company that controls, is controlled by, or is under common control with the Service Provider, wherein "control" means the power to elect a majority of the board of directors or similar governing body due to ownership of a majority of the voting securities or otherwise.

Article 4.3 Service Provider's liability and insurance

In performing this Contract, the Service Provider must demonstrate that it takes full care and attention as befits an experienced professional.

The Parties agree that ETSI shall not be liable for any direct or indirect, special, incidental or harmful consequences to ETSI resulting from the actions, omissions, negligence, mistakes, errors, failures and oversights that the Service Provider might perpetrate under the present Contract, including but not limited to loss of anticipated profit, loss resulting from business disruption, claims by third parties or deriving from data loss 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.

Accordingly, the Service Provider must, at its own expense, either take out adequate employer's liability insurance or maintain adequate self-insurance.

Article 5 ORGANISATION OF THE SERVICE PROVIDER'S WORK

Article 5.1 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.

Article 5.2 Place of work & working conditions

The Service Provider will normally carry out the work in its own premises. It may be required to carry out the work on 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 are exclusively as follows:

ETSI
650, route des Lucioles
06921 Sophia Antipolis Cedex
FRANCE

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 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 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 5.3 Service provision to other customers

The Service Provider remains free to provide its Services to its own customer base.

Article 5.4 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 Services, 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 5.5 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 Contract) 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 6 COMPLIANCE OF THE SERVICE PROVISION – ACCEPTANCE PROCEDURE

The Service Provider undertakes to make every effort to perform the Services in the strict compliance of the functional and quality standards specified in the Contract and in particular to provide the Services as per Annex 1 and in conformance with the schedule of Annex 2.

Under Article 4.2.2, the Service Provider undertakes to perform the Services 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 Event. 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 Services performed, including on its assessment of the percentage of execution of the work under the corresponding schedule of Annex 2.

The Service Provider accepts that its obligation in this regard is a performance obligation.

Upon receipt of the Services performed, the Instructing Party shall be entitled to assess, at its full discretion, its compliance with the requirements set forth in Annex 1 and the schedule referred to in Annex 2.

If the Services are fully accepted by the Instructing Party, payment will be made according to the payment plan of Annex 2.

If a Service 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 Services in case it does not meet the requirements according to 4.2.1 hereabove, and until the quality of the Services is achieved, and (ii) to suspend the corresponding payment.

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Article 7 FINANCIAL CONDITIONS

Article 7.1 Fee

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

The fee for the Services will be paid by the Instructing Party to the Service Provider.

The fee for the Services notably includes the travel costs for the Service Provider's staff in order to participate in the Event and perform the Services.

Article 7.2 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 7.3 Invoicing & payment

Any invoice issued under this Contract may only take place after Services are issued on the milestone referred to in Annex 2 and fully accepted by the Instructing Party in accordance with the acceptance procedure described in Article 6.

Any invoice issued under this Contract shall include the following details: Contract number, corresponding milestone, performance period and be sent by email to: plugtests@etsi.org

Any invoice issued under this Contract 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 7.4 Bank account

Payment of all invoices under this Contract 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: , located at

Article 7.5 Taxation

ETSI is liable to VAT. The European VAT number is **FR14348623562**. As a result of the fee for this Contract 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 4.1.

Article 8 CONFIDENTIALITY

It is anticipated that in the course of the Event, companies taking part at the Event and their participants may :

- a) disclose, provide or otherwise make available Confidential Information (hereafter "Disclosing Participant") to other companies taking part at the Event and/or

b) receive or otherwise gain knowledge of Confidential Information (hereafter "Receiving Participant") from other companies taking part at the Event.

In the course of the Event, ETSI and the Service Provider may receive or otherwise gain knowledge of Confidential Information, and in that case ETSI and the Service Provider shall be exceptionally viewed as a "Receiving Participant".

Article 8.1 Definition of Confidential Information

As used in this Contract, " Confidential Information " shall mean any information such as, but not limited to, any and all data, computer programs, materials, samples, technical and economic information, commercialisation, research, testing strategies, trade secrets and know-how provided by Disclosing Participant and other materials made therefrom, disclosed, provided, made available or discovered or generated during the Event, directly or indirectly, (i.) in writing, computer readable form or other tangible form and marked confidential or (ii.) communicated orally, visually or in any other manner, provided it is identified as confidential at the time of such disclosure, or (iii.) its confidential nature is confirmed within thirty (30) days from such disclosure by the Disclosing Participant in written form summarizing the information considered confidential.

For the avoidance of doubt, all the tools, applications and information contained in the wiki and the HIVE infrastructure used by ETSI are considered as Confidential Information whether these tools, applications and information are provided by ETSI or a participant to the Event.

Not to be considered as Confidential Information is such information which:

- (a) at the time of disclosure hereunder is, or thereafter becomes, through no fault of Receiving Participant, part of the public domain by publication or otherwise; or
- (b) can be verifiably proven by Receiving Participant to have been in its possession prior to disclosure to it by Disclosing Participant; or
- (c) can be verifiably proven by Receiving Participant to have been rightfully obtained from a third party not under any obligation of confidentiality to Disclosing Participant; or
- (d) can be verifiably proven by Receiving Participant to have been independently developed by Receiving Participant without the use of Confidential Information; or
- (e) Receiving Participant is required to disclose pursuant to a valid order issued by a court or government agency, provided that the Receiving Participant gives the Disclosing Participant prior written notice of such obligation and enters into reasonable cooperation with Disclosing Participant's efforts to limit or oppose such disclosure or obtain a protective order; or
- (f) is not marked confidential or is not identified as confidential in accordance with section 1.1.

If only a portion of any Confidential Information falls within one or more of the foregoing exceptions, the Receiving Participant shall continue to be bound by the obligations and restrictions set out in this Contract for the remaining Confidential Information.

Article 8.2 Non-Disclosure obligations/restrictions

The Service Provider agrees to receive and hold any Confidential Information in confidence. Without limiting the generality of the foregoing, the Service Provider further promises and agrees:

8.2.1 Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information without prior written authorization of the Disclosing Participant for any purpose other than supporting the Event, including performing interoperability testing, generating test reports and modifying the Receiving Participant's own technology or product to address identified interoperability problems.

8.2.2 Not to make any copies of the Confidential Information, in whole or in part.

- 8.2.3 Not to reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information.
- 8.2.4 To restrict access to Confidential Information only and strictly to those of its affiliates, employees, agents, consultants or other representatives who clearly need such access to carry out the Contract and to ensure that its affiliates, employees, agents, consultants or other representatives participating to the Event, are expressly bound by the present Contract and when necessary, have beforehand signed confidentiality agreements with terms and conditions substantially analogous to those contained in this Contract.
- 8.2.5 To take reasonable precautions to prevent disclosure of Confidential Information, which shall be in any event as great as the precautions and the degree of care used with the Service Provider's own information of a proprietary nature of like character to prevent disclosure, but in no event less than reasonable diligence.
- 8.2.6 Upon the written request of the Disclosing Participant, to promptly deliver to the Disclosing Participant all Confidential Information such as tangible materials including, but not limited to, all records, notes, and other written or printed materials to the Disclosing Participant including any copies thereof or materials made therefrom, or at the Disclosing Participant option, certify destruction of the same in the possession of the Service Provider.

Article 8.3 Unauthorized Disclosure

Without derogating from Disclosing Participant's rights under law or under this Contract, the Service Provider promises and agrees:

- 8.3.1 To immediately notify Disclosing Participant upon discovery of loss or unauthorized disclosure or use of Confidential Information, or any other breach of this Contract by the Service Provider.
- 8.3.2 To cooperate with Disclosing Participant in every reasonable way to help Disclosing Participant regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

Article 8.4 No right to Confidential Information

- 8.4.1 All Confidential Information is and shall remain Disclosing Participant's ownership and no right or license under any trade secret or other proprietary right, including, but not limited to, patent, utility model, trademark, design, copyright and their applications is granted hereunder by implication or otherwise.
- 8.4.2 Test results of the interoperability test produced during the Event are owned by ETSI and the participants for the tests they have performed.
For avoidance of doubt, test results which have been independently developed by a participant and are relating exclusively to the performance of the own equipment or products of a participant, shall be owned by that participant only.

Article 9 INTELLECTUAL PROPERTY

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 Contract.

Article 9.1 ETSI Intellectual Property Rights Policy

The Service Provider undertakes to observe the provisions of ETSI's Intellectual Property Rights Policy, as defined in the ETSI Directives.

Article 9.2 Ownership of the Results

The Parties agree that ETSI will have the full ownership of the results of the work, described in Annex 1, performed by the Service Provider, and hereinafter referred to as the "Results". The Results include all deliverables, studies, creations, patented or non-patented

innovations, processes, products, know-how, models, material, trials, samples, prototypes, software, IT developments, specifications, databases, drawings, information, denominations, logos, photographs, videos, whatever their type, form or medium.

The Service Provider transfers to ETSI the exclusive right to file in its name a potential industrial property right protecting the Results, such as a design patent, a trademark or a domain name, whether it be an application in France or overseas.

ETSI will be the sole beneficiary of all of the rights attached to the industrial property titles which may consequently be issued and shall make free use of them.

Article 9.3 Assignment of copyright

9.3.1 Where necessary, for the hypothesis whereby the Results are entirely or partly protected by copyright, the Service Provider shall transfer to ETSI, on an exclusive basis, all of the copyrights that it may hold on the Results and it is specified that these transferred rights include in particular:

- the right to reproduce or to have reproduced the Results, without restriction in terms of number, in their entirety or in part, by all means and processes, on all media and all materials, both current and future, known or unknown, and particularly on paper or paper derivatives, plastic, digital, magnetic, electronic or IT media, by downloading, videogram, CD-ROM, CD-I, DVD, disk, floppy disk, network;
- the right to represent or to have represented the Results, by means of all current or future methods of distribution and communication, known and unknown, and particularly by means of all online telecommunications network, such as internet, intranet, digital television network, over-the-air transmission, by satellite, by cable, interactive telematics system, by downloading, teletransmission, cabled telephone networks and wireless telephone networks;
- the right to adapt, modify, transform, further develop the Results, in their entirety or in part;
- the right to translate or to have the Results translated, in their entirety or in part, into any language;
- the right to use and exploit the Results for the purposes of their own activities or for the benefit of a third party, for whatever reason;
- the right to assign all or part of the assigned rights, and particularly to grant to any third party any reproduction, distribution, broadcasting, commercialisation or manufacturing contract, in whatever form, medium and means it may be, whether in return for payment or free of charge.

9.3.2 This assignment of copyright is valid for the entire world and for the whole legal duration of the protection of intellectual property right. No patent licence is granted by implication, estoppel or otherwise.

9.3.3 The Parties have agreed that the price of this assignment is included in a fixed and definitive amount in the remuneration received by the Service Provider for the services covered by this Contract. The Service Provider may not claim any additional sums for any reason whatsoever.

Article 9.4 Trademarks

When the Service Provider uses ETSI trademark(s) on documents ordered by ETSI, the Service Provider must strictly adhere to the instructions and requirements, particularly in terms of graphics, supplied by ETSI. The Service Provider shall not under any circumstances use ETSI trademark(s) for any purpose other than those determined in writing by ETSI.

Article 9.5 Use of the Results by the Service Provider

For any use of the Results by the Service Provider, the Service Provider shall request ETSI permission and if accepted, such authorization shall be provided by ETSI in writing.

Article 9.6 Ownership of the rights related to the Results

The Service Provider guarantees ETSI that it is in possession of all of the rights relating to the Results, and the intellectual property rights in particular. It will in good faith undertake that the Results do not constitute an infringement, and that they do not infringe the rights of third parties, whoever they may

be. The Service Provider undertakes to provide its best efforts in a general manner in order to avoid obstruction to the free use of the Results by ETSI.

Article 9.7 Article 9.7 Support of the Service Provider to ETSI

The Service Provider undertakes to support ETSI against any action, claims, demands or opposition on the part of any person invoking an intellectual property right or an act of competition and/or parasitic act upon which this transfer might infringe.

Article 10 PERSONAL DATA

The Parties shall respect applicable regulations in terms of the protection of personal data by complying in particular with the obligations resulting from the European Union's General Data Protection Regulation 2016/679 and the French law referred to as "Loi Informatique et Libertés" (Information Technology and Freedoms law") n°78-17 of 6th January 1978 in its most recent consolidated version.

The Service Provider undertakes to use the personal data provided by ETSI or to which access has been authorised for the purposes of delivering the Services only to ensure the successful fulfilment of the Contract.

The Service Provider shall take particular care to ensure that all the personal data that it may have acquired from ETSI for the purposes of fulfilling the Contract are destroyed within one month of the end of the Contract.

Article 11 TERMINATION

Article 11.1 From the Service Provider

If the Service Provider wishes to terminate this Contract for any reason whatsoever, it must inform the Instructing Party by giving writing advanced notice of 30 calendar days. The Service Provider shall do everything to progress the completion of its service provision so that the Instructing Party can replace it under the best possible conditions.

Article 11.2 From the Instructing Party

If the Instructing Party wishes to terminate this Contract for any reason whatsoever, it shall inform the Service Provider by giving advanced notice of 30 calendar days.

When the Contract is terminated in accordance with Articles 11.1 or 11.2, (i) any sums due to the Service Provider shall be assessed in accordance with Articles 6 and 7.3 of the Contract and (ii) no further compensation shall be due to the Service Provider.

Article 11.3 Breach

If there has been a total or partial breach of any of the Service Provider's obligations, this Contract 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 Contract prior to any such breach, remain unaffected by this Article 11.3 and will be compensated pro rata as laid down in Annex 2.

Article 12 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 Contract that is due to a case of 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 exercising reasonable diligence; this notably includes any event that has the characteristics of Force Majeure within the meaning of Article 1218 of the Civil Code and French case law.

The Party affected by any case of Force Majeure shall notify the other Party by any method no later than three calendar days following its occurrence.

Without prejudicing the above-mentioned paragraphs, the Parties shall provide the diligence and the necessary efforts to fulfil their obligations under the Contract 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 declare that the Contract is automatically terminated, without compensation, by sending a registered letter with proof of receipt.

Article 13 APPLICABLE LAW AND DISPUTE SETTLEMENT

This Contract 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 Contract, disputes which could not be resolved amicably between the Parties shall be submitted exclusively to the competent Court in the jurisdiction of the city of **Paris in France**, even in the case of multiple defendants, third party proceedings or emergency proceedings.

Article 14 GENERAL PROVISIONS

Article 14.1 Legality of the Contract

This Contract constitutes the entire agreement between the Parties. Amendments or additions to the Contract shall be made in writing. This requirement for the written form may, in turn, be waived only by written agreement. There are and shall be no oral supplements to the Contract.

If individual provisions of this Contract are or become invalid, this shall not affect the validity of the remaining provisions.

In such a case, the Parties undertake to replace the invalid provision by a valid provision coming as close as possible to the economic purpose and intent of the invalid provision and the Contract shall remain in force for all its other provisions.

Article 14.2 Contract assignment


The intuitu personae nature of this Contract, which was entered into on the basis of the Service Provider's abilities, prevents the Service Provider from assigning the rights and obligations provided for therein to another Party in any form whatsoever, without prior written agreement from ETSI.

ETSI will have the right to assign its rights and obligations resulting from this Contract and to make the Services provided for in the Contract available to all its beneficiaries.


Article 14.3 Language

All documents including all data, descriptions, diagrams, instructions and other related material as well as any agreement, amendment or correspondence related to the Contract shall be in English unless otherwise explicitly agreed between the Parties.

In two copies, one for each of the Parties.

Date	<input style="border: 1px solid black;" type="text" value="{{Date5_es_:signer5:date }}"/>	Date	<input style="border: 1px solid black;" type="text" value="{{Date4_es_:signer4:date }}"/>	
Signature	<input style="border: 1px solid black;" type="text" value="{{ETSIDG_es_:signer5:signature:multiline(6) }}"/>	Signature	<input style="border: 1px solid black;" type="text" value="{{Signer_es_:signer4:signature:multiline(6) }}"/>	


Name Luis-Jorge Romero Saro

Name `{{*SignName_es_:signer4:fullname }}` 

Title Director-General

Title `{{*SignTitle_es_:signer4:string }}` 

email luis.romero@etsi.org

email `{{*SignEmail_es_:signer4:email }}` 

Annex 1 Specifications

Annex 2 Schedule

Payments will be made upon full acceptance by the ETSI Secretariat of the deliverable as per article 6 of the Contract:

Annex 3 Contact Persons

The Parties designate the following individuals as contact persons:

TECHNICAL CONTACT PERSONS /EVENT MANAGERS

For the Service Provider

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

For ETSI

Mr(s). XXXXX

ETSI CTI Officer or ETSI CTI Director/
or EVE Team
e-mail: plugtests@etsi.org
Tel: +33 (0)4 92 94 43 88

ADMINISTRATIVE CONTACTS

For the Service Provider

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

Postal address:

For ETSI

Mr. Ultan Mulligan

ETSI CTI Director
e-mail: Ultan.Mulligan@etsi.org
Tel: +33 (0)4 92 94 43 88

Postal address:

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

Annex 4 Administrative requirements

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

- VAT number
- Registration identification Number, if service provider is registered in a professional register (for French Service Provider : RCS, RM)