PCP Call-off Contract [1] **for phase *[*1*]* *[*2*]* *[*3*]*** **[Insert date of Agreement]**

PREAMBLE

This is a Call-off Contract between the following parties:

on the one part,

the "Lead Procurer", **WAVE ENERGY SCOTLAND LIMITED**, a company limited by guarantee incorporated under the Companies Acts (Registered Number SC493764) and having its registered office at An Lòchran, 10 Inverness Campus, Inverness, IV2 5NA,

acting in the name and on behalf of the other procurers in the buyers group (together with the Lead Procurer, the "Procurers"):

1. **ENTE VASCO DE LA ENERGIA**, with Tax ID number Q5150001E and registered address at C/ Alameda de Urquijo, nº 36, 1ª planta, 48011, Bilbao (Bizkaia), Spain.

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

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

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

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 Call-off Contract. *]*

The Lead Procurer, other procurers of the buyers group and the Contractor shall be referred to together as "Parties", unless otherwise specified.

The Parties entered into a framework agreement dated [insert] (the "Framework Agreement"). Pursuant to the Framework Agreement, the Lead Procurer requests certain services to be provided by the Contractor, and the Contractor agrees to provide such services to the Lead Procurer in accordance with this Call-off Contract and the terms and Framework Agreement.

By signing this Call-off Contract, the Parties agree to implement the pre-commercial procurement in accordance with the Framework Agreement and all the obligations it sets out.

The Call-off Contract is composed of:

- Preamble
- Terms and Conditions
- The Schedule to this Call-Off Contract, in 3 Parts:
    - Part 1: Description of R&D services
    - Part 2: Key personnel
    - Part 3: Payment milestone schedule

[1] The text of this Call-off Contract is adapted from the model agreement provided in "H2020 Guidance — PCP procurement documents: v2.1".

TERMS AND CONDITIONS

Article 1 — Subject of the contract

This Call-off Contract defines the specific terms and conditions for the implementation of the PCP procurement of R&D services set out in Article 3 of this Call-off Contract — for the *[1st] [2nd] [3rd]* PCP phase.

If there is an inconsistency between any of the provisions of this Call-off Contract and the provisions of the Framework Agreement, the provisions of the Framework Agreement shall prevail and the provisions of Article 17 of the Framework Agreement will apply in relation to any conflict or ambiguity between the documents referred to in that Article.

Capitalised terms used in this Call-off Contract shall have the meanings given to them in the Framework Agreement unless expressly stated otherwise.**Article 2 — Duration**

2.1 This Call-off Contract shall come into force on the date of this Call-off Contract set out in the Preamble to this Call-off Contract.

2.2 The phase will commence on [INSERT DATE].

2.2 This Call-off Contract shall, unless terminated earlier in accordance with Article 15 [Breach of contract] of the Framework Agreement, continue [until [INSERT DATE]] OR [for a period of [INSERT TERM] from the commencement of the phase].

Article 3 — R&D services to be provided

The Contractor shall provide the R&D services (activities, deliverables and milestones) for this phase as presented in Part 1 of the Schedule to this Call-off Contract.

The Contractor's principal R&D personnel responsible for leading the delivery of the R&D services, and other key personnel, shall be those identified in Part 2 of the Schedule to this Call-off Contract.

Article 4 — Price and payment arrangements

4.1 The fixed price to be paid by the Lead Procurer for the R&D services set out in Article 3 shall be EUR [amount in figures and in words].

4.2 The fixed price will be paid in instalments in accordance with the payment schedule presented in Part 3 of the Schedule to this Call-off Contract.

4.3 Any pre-finance payment payable by the Lead Procurer will be made on the commencement of the phase.

4.4 The payment schedule identifies the timing and the value of each interim payment and the supporting evidence required for each payment (one or more project deliverables). An invoice for the value of an interim payment may only be submitted once all deliverables associated with that interim payment have been approved by the Procurers following a deliverable review process.

4.5 Invoices must be submitted in euros to the Lead Procurer, stating the price with and without VAT. The VAT rate to be applied is 20%, the prevailing rate in the UK, the country of the Lead Procurer. VAT rules require the Lead Procurer to be accountable to its tax authority in respect of services supplied from a business based out-with the UK via the reverse charging process. For further information, refer to Article 44 of the EU VAT Directive.

4.6 Payments will be made in euros within ten (10) working days of receiving a valid invoice. Payments are processed by the Lead Procurer's parent company, Highlands & Islands Enterprise. This requires the Lead Procurer to share invoice data with its parent company.

4.7 Any other taxes, levies, tariffs and duties associated with the Contractor's performance of the Framework Agreement and Call-off Contract, or, which may be levied on the price, shall be the Contractor's responsibility.

Article 5 — Insurance and liability

5.1 Subject always to Article 15 [Breach of Contact] of the Framework Agreement, the Contractor's aggregate liability under this Call-off Contract shall not exceed [insert amount that represents 150% of the call-off contract value, or as otherwise specified by the procurers].

5.2 At all times during the term of this Call-off Contract and for a period of 6 years after the termination or expiry of this Call-off Contract, the Contractor shall maintain in force, with a reputable insurance company the following insurance policies to cover the liabilities that may arise under or in connection with this Call-off Contract:

- [Professional indemnity insurance at an amount not less than € [AMOUNT] on an aggregate basis;]
- Public liability insurance at an amount not less than € [AMOUNT] on [an each and every claim] [aggregate] basis; and
- [For Contractors whose place of business is in the UK: Employers' liability insurance [2] at an amount not less than five million pounds (£5,000,000) on an each and every claim basis.]
- [insert other types of cover and value]

[2] Most employers in the UK are required by law (Employers' Liability (Compulsory Insurance) Act 1969) to insure against liability for injury or disease to their employees arising out of their employment with a minimum cover of £5 million. Employers whose place of business is not in the UK must comply with legislation concerning an employer's responsibilities for the health and safety of their employees in the country of their place of business.

5.3 Where a policy's cover is expressed in a currency other than euros, that policy must provide at least the minimum level of cover stated above when converted to the local currency using the conversion rate stated by InforEuro facility [3] for the month in which the policy commences.

SIGNATURES

IN WITNESS WHEREOF these presents consisting of this and the preceding [●] pages together with the schedule annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of the said WAVE ENERGY SCOTLAND LIMITED [Lead Procurer]

at

on

by

Print Full name	Authorised Signatory
before this witness:	
Print Full Name	Witness
Address:	

[3] InforEuro provides the European Commission's official monthly accounting rates for the euro and the corresponding conversion rates for other currencies. https://ec.europa.eu/info/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-inforeuro_en

SUBSCRIBED for and on behalf of the said [Contractor]

at

on

by

Print Full name	Authorised Signatory
before this witness:	
Print Full Name	Witness
Address:	

This is the schedule referred to in the foregoing Call-off Contract between the Lead Procurer and the Contractor dated [ ].

SCHEDULE

Part 1: Description of R&D services

[Insert the work package description tables provided in the Contractor's offer for the phase.]

Part 2: Key personnel

[Insert the names of the principal R&D personnel and their normal place or work (country), and the names of any other key personnel as provided in the project team description of the Contractor's offer for the phase.]

Part 3: Payment schedule

[Insert the payment schedule provided in the Contractor's offer for the phase.]