

# **EUROCORPS HEADQUARTERS STRASBOURG**

## **G8 BRANCH**

### **PURCHASING & CONTRACTING SECTION**

**Quartier Aubert de Vincelles – BP 70082 – F - 67020 Strasbourg CEDEX -  
FRANCE**



**CONTRACT 25INV25**

**ACQUISITION OF HEATING UNITS FOR EC HQ CP-SYSTEM**

**CONTRACT - PART II**

**General Provisions**

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## 1. DEFINITIONS

- a. **EC HQ** means Eurocorps Headquarters, the legal entity awarding the Contract.
- b. Contractor means the legal entity (firm or person) to whom the contract is awarded and on whose behalf, duly authorised persons shall execute it.
- c. **Contract** means the agreement concluded between the Purchaser and Contractor, duly signed by both parties.
- d. **Contracting Officer Representative**, or COR or Technical Director means a person monitoring and determining compliance with the technical requirements of the contract.
- e. **Sub-contractor** means any person or firms directly or indirectly under sub-contract.
- f. **Sub-contract** means any agreement, contract, sub-contract or purchase order made by the Contractor with any other party in order to fulfil any part of this contract.
- g. **Country of Origin** means the home country of a contractor or Sub-Contractor.
- h. **Work** means any tangible thing furnished or any service performed by the Contractor under the terms of this contract.
- i. **Days** shall be interpreted as meaning calendar days.
- j. **Contracting Officer**” means the person executing and managing this contract on behalf of EC HQ.

## 2. AUTHORITY

- a. Any modifications, including changes, additions or deletions and instructions under this Contract shall not be binding unless issued in writing and signed by the Contracting Parties.
- b. For **Contracting Officers Representatives/Technical Directors**, the authority and responsibility is limited to what is stipulated in the relevant clauses of these General Provisions and only the authority to provide advice and/or direction to the Contractor that does not create an additional financial liability above what has already been contractually established under this contract. The EC HQ Contracting Officer is the only one that can financially and contractually obligate EC HQ.
- c. The Contractor shall not accept any instructions issued by any person employed by EC HQ or otherwise, other than by the Contracting Officer or the Contracting Officer Representative.

## 3. ORDER OF PRECEDENCE

- a. In the event of any inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved giving precedence in the following descending order:
  - (1) The Signature Part of the Contract (Part I)
  - (2) The General Provisions (Part II)
  - (3) The Statement of Work / Technical Requirements (Part III)
  - (4) The Contractor's Bid accepted by EC HQ
  - (5) The laws and customary practices of the country where the contract is performed

#### **4. APPLICABLE LAW**

- a. Except as otherwise provided in this Contract, this Contract shall be governed, interpreted and construed in accordance with the laws of France.
- b. It is the contractor's responsibility, without expense to the EC HQ, to obtain and keep valid the necessary permits and/or licenses to comply with national codes, laws and regulations or local rules and practices of the Nation with respect to the execution of the works carried out under this Contract.
- c. When performing at EC HQ facilities, the Contractor and his personnel (including also the Sub-contractor's personnel, if any) shall comply with all relevant official NATO and EC HQ Directives and any applicable laws of France.

#### **5. CONTRACT EFFECTIVE DATE**

- a. The effective date of the contract is the date of last signature by the contracting parties or a specific date set forth in the contract.

#### **6. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT**

- a. In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.
- b. All written correspondence and reports provided by the Contractor shall be, as a minimum, in English. Nevertheless, the origin language of the Contractor may be applied if so approved by the Contracting Officer.

#### **7. SECURITY**

- a. The Contractor shall comply with all security measures as are prescribed by the EC HQ and the National Security Authority or designated security Agency of each of the EC HQ Framework Nations in which the contract is being performed. He shall be responsible for the safeguarding of classified information, documentation, material and equipment entrusted to him or generated by him in connection with the performance of the Contract.
- b. The Contractor accepts to terminate immediately the duties at EC HQ of any employee whose presence is deemed undesirable by EC HQ on the same day that such notification is given by the Contracting Officer or EC HQ Security Officer, without EC HQ being required to state the reasons. Furthermore, in no case EC HQ may be held responsible for the consequences of such a decision.

#### **8. ACCESS CONTROL**

- a. Before entering on EC HQ installations, the Contractor may be required to be in possession of access cards for personnel and vehicles. It is a contractor's responsibility to contact in advance with G2X for getting these types of security cards.
- b. Time lost due to the failure of the Contractor to request in a timely manner access cards and access permits will not entitle him to a claim for lost time or for an extension of the completion date for the performance of the contract.

## **9. CHANGES**

- a. The Contracting Officer may, at any time, by a written order, make changes within the general scope of the contract.
- b. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, a negotiated adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly.
- c. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause excuse the Contractor from proceeding with the contract as changed.

## **10. CONTRACTOR RESPONSIBILITY**

- a. The Contractor shall be responsible for the execution of all terms of this Contract. It may not delegate its rights or transfer its obligations without the prior permission of the Contracting Officer

## **11. SUB-CONTRACTS**

- a. The Contractor may place and shall be responsible for the administration and performance of all sub-contracts that it deems necessary to meet the requirements of this Contract in full. The contractor shall apply to the Contracting Officer for approval before sub-contracting any part of the work, being such approval pending the presentation of the same documentation, related to sub-contractor's personnel to be employed at EC HQ, as stated in the Clause titled "EMPLOYEES" herein.
- b. Even if a sub-contract is placed, the Contractor remains responsible to EC HQ for all obligations it assumes under this contract.
- c. The Sub-contractor, if any, shall procure all permits and licenses necessary for the execution of the contract, at no cost to EC HQ.

## **12. IMPLEMENTATION SCHEDULE**

- a. For all works or projects stipulated in this contract, the Contractor shall submit prior to commencing any works and for approval by the Contracting Officer, a practicable planning and implementation schedule. The schedule shall show as a minimum the supply phase, and the test and acceptance phase. The date to begin and end the phases and activities must be clearly indicated.
- b. Failure of the Contractor to comply with the above may result in termination for default of the project by the Contracting Officer on the grounds that the Contractor is not executing the project with such diligence as will ensure completion with the time specified in the contract.

## **13. CONTRACTOR'S PERSONNEL**

- a. The Contractor shall provide and pay, as required, qualified personnel as needed for the proper performance of the services required under this Contract; it shall strictly comply with all National Labour Laws, tariffs and social security and other regulations applicable to the employment of its personnel.

- b. The Contractor's status shall be that of an independent Contractor and it is expressly understood that neither the Contractor (and its personnel) nor the Sub-Contractors shall be considered in any respect as being employees, servants or agents of EC HQ.
- c. EC HQ will not give any directives to the Contractor's personnel for any matter under this contract other than safety and security instructions.

#### **14. AUTHORIZATION TO PERFORM**

- a. The Contractor warrants that he and his sub-contractors are duly authorized to operate and do business in the country or countries in which this Contract is to be performed; that he and his sub-contractors have obtained or will obtain all necessary licenses and permits required in connection with the Contract; that he and his sub-contractors are responsible for ascertaining and complying with all the national laws, decrees, labour standards and regulations of such country or countries, including any EC HQ regulations, during the performance of this Contract; and that no claim for additional monies with respect to any authorizations to perform will be made upon EC HQ.

#### **15. PROTECTION AND INDEMNIFICATION**

- a. The Contractor shall at all times hold EC HQ, its agents, representatives and employees harmless from any and all suits, claims, charges and expenses which arise from acts or omissions of the Contractor, its agents, representatives, employees or Sub-contractors.
- b. The Contractor shall pay compensation for all damage occurring to any EC HQ property, facilities and utilities, occasioned by the Contractor, its agents, representatives, employees or Sub-contractors, arising from its or their presence on EC HQ premises in connection with the Contract.
- c. If a defective product causes any physical damage to consumers or their property, EU legislation on liability for defective products will apply.

#### **16. INSURANCE**

- a. At all times during the performance, the Contractor agrees to procure and maintain, without any cost to EC HQ, any workmen's compensation, employees liability or other type of insurance required by the law.
- b. The Contractor agrees to procure and maintain, without any cost to EC HQ, a suitable civil liability insurance to cover damage that could cause to EC HQ property and/or individuals.

#### **17. PREFERRED CUSTOMER**

- a. The Contractor warrants that the prices set forth in this Contract, and appendices thereto, are as favourable as those extended to any Government, Agency, Company, Organization or individual purchasing or handling like quantities of services, equipment and/or parts covered by the Contract under similar conditions. In the event that prior to complete the service under this Contract the Contractor offers any of such items in substantially similar quantities to any customer at prices lower than those set forth herein, the Contractor shall so notify EC HQ and the prices of such items shall be correspondingly reduced by a supplement to this Contract.

- b. Price in this sense means “Base Price” prior to applying any bonuses, export tax reduction, turnover tax exemptions and other reductions based on National Policies.

## **18. PRICES**

- a. Unless otherwise indicated in the contract, all prices are firm and fixed, except for taxes and customs and charges, if due.
- b. Prices are set in euros (€)
- c. Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Office.

## **19. TAXES AND DUTIES**

- a. The Contractor shall be liable for all taxes, assessments, fees, licences, administrative charges or other Government assessments or charges, which are applicable to the performance of this contract. It is the Contractor’s responsibility to inform himself of his liability in each country where such liability may arise.

## **20. INVOICES**

- a. An original invoice shall be submitted and shall contain: contract number, order number (if any), item number (as defined in the Contract), contract description of supplies or services, sizes, quantities, unit prices, and extended totals (inclusive of taxes and duties for which relief is available) and bank details (IBAN & BIC Codes). If it is the case, details of Bills of Lading or Freight Warrant numbers and weight of shipment shall be identified on each invoice as appropriate.
- b. In addition, where appropriate, documentary evidence of acceptance (as defined in the Contract) including copies of Certificates of Conformity shall be submitted together with each invoice.

## **21. PAYMENTS**

- a. Payments for all supplies and services shall be made after properly supported and acceptable invoices submitted upon completion of delivery or of the works, inspection and acceptance.
- b. No payment shall be made with respect to undelivered supplies, work not performed and/or services not rendered under this Contract.
- c. Payment will be effected in the currency or currencies of the contract.
- d. EC HQ shall not bear any cost related to financial guarantees, which the Contractor is required to provide under this Contract.

## **22. INSPECTION**

- a. Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work covered under this contract are to be new and of the most suitable grade of their respective kinds for the purposes intended.

- b. All supplies (which terms throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by EC HQ, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- c. In case any supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, EC HQ shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction or to accept them against reductions in price, which is equitable under the circumstances.
- d. The inspection and test by EC HQ of any supplies does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in the contract, acceptance shall be conclusive except as regards latent defects, hidden deficiencies, fraud or such gross mistakes as amount to fraud.

### **23. TITLE TO PROPERTY AND RISK OF LOSS**

- a. Unless this contract specifically provides for earlier passage of title, title to property of the supplies covered by this contract shall pass to EC HQ upon formal acceptance, regardless of when or where EC HQ takes physical possession.
- b. Unless the Contract specifically provides otherwise, risk of loss or damage to supplies covered by this Contract shall remain with the Contractor until, and shall pass to EC HQ upon:
  - (1) Delivery of supplies as specified in accordance with the Contract; or
  - (2) Acceptance by EC HQ or receipt of the supplies by EC HQ at the destination specified in the Contract, whichever is the later.
- c. Risk of loss or damage to supplies which fail to conform to the contract as to give a right of rejection, shall remain with the Contractor until cure or acceptance.
- d. Notwithstanding the above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents or employees of EC HQ acting within the scope of their employment.

### **24. ACCEPTANCE**

- a. Acceptance or rejection of the supplies or works shall be made as promptly as practicable and, in any case, not later than 1 month after delivery or completion, except as otherwise provided in this contract.
- b. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or otherwise stated in the contract. It is the action by which EC HQ acknowledges that the Contractor has fully demonstrated that the deliveries or works are complete and operational.
- c. The formal acceptance will take place when the following requirements have been met:
  - (1) Availability at final destination of all deliverables or completion of all the works.
  - (2) Satisfactory completion of all training or other services, if any, required by that date.
  - (3) Agreement between the Contracting Officer and the Contractor on a discrepancy list (if necessary) and corresponding clearance dates.



- d. When discrepancies exist and if these do not prevent satisfactory use or operation of the supplies, the Contracting Officer may declare the acceptance provisional. In this case he will withhold from payment an amount commensurate with the importance of the discrepancies but in any case, not less than ten (10) percent of the total contract value and this until all discrepancies have been cleared; at that time the acceptance becomes final.

## **25. WARRANTY**

- a. Notwithstanding inspection and acceptance by EC HQ of work performed under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of twenty-four (24) months or whichever longer period provided by the manufacturer or relevant French law following the date of acceptance:
  - (1) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and
  - (2) The preservation, packaging, packing and marking and the preparation for and method of shipment of such supplies will conform with the requirements of this contract.
- b. The Contracting Officer shall give written notice to the Contractor of any breach of the warranties in the first paragraph of this clause within thirty days (30) after discovery of any defect.
- c. Within a reasonable time after such notice, the Contracting Officer may either:
  - (1) By written notice require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with requirements of this contract; or
  - (2) Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate payment.
- d. When return, correction or replacement is required, the Contracting Officer shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the Contractor.
- e. If the Contractor does not agree as to his responsibility to correct or replace the supplies delivered, he shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph c to correct or replace the defective or non-conforming supplies. In the event it is later determined that such supplies were not defective or non-conforming within the provision of this clause, the contract price will be equitably adjusted. Failure to agree to such an equitable adjustment of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute".

## **26. EC HQ DELAY OF WORK**

- a. If the performance of all or any part of the work needed to get the equipment operational is delayed or interrupted by an act of EC HQ in the administration of this contract, which act is not expressly or implicitly authorized by this contract, or by his failure to act within the time specified in this Contract (or within a reasonable time if no time is specified), an adjustment shall be made for any increase in the cost of performance of this contract caused by such delay or interruption and the contract modified in writing accordingly.

- b. No claim under this clause shall be allowed for any delay resulting from restriction of access to EC HQ facilities.

## **27. NOTICE OF DELAY**

- a. In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the Contract delivery schedule or date or to get the equipment ready to start work for whatever reason, including actual or potential labour disputes, he shall immediately notify the Contracting Officer in writing, giving pertinent details. This data shall be deemed to be information only in character and this provision shall not be construed as a waiver by EC HQ of any delivery schedule or date, or of any rights or remedies provided by law or under this Contract.
- b. When such delay has been caused by the occurrence of any cause constituting Force Majeure and as soon as possible, the Contractor shall give notice and full particulars in writing to the Contracting Officer of such occurrence, as well as its claim for a reasonable extension in time for completion of its obligations under this Contract. If the Contractor, in despite of that extension, remains unable by reason of Force Majeure to perform its obligations and meet its responsibilities under this Contract, EC HQ has the right to suspend or terminate this Contract on the same terms and conditions as are provided for in the clause titled "DEFAULT" herein.

## **28. LIQUIDATED DAMAGES**

- a. In lieu of actual damage the Contractor shall pay to EC HQ as fixed, agreed and liquidated damages for each calendar day of delay, 0,05% of the total contract price of the year, less handling, transportation and taxes, to a maximum of 0,05% of contract price.
- b. Alternatively, EC HQ may terminate this contract in whole or in part as provided in paragraph (a) of the Default Clause and in that event the Contractor shall be liable, in addition to the excess costs provided in paragraph (b) of the Default Clause, for such liquidated damages accruing until such time as EC HQ may reasonably obtain delivery or performance of similar supplies or services.
- c. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, as defined in paragraph (c) of the Default clause.
  - (1) In such event, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.
- d. The HC EC may exonerate the Contractor to pay the penalties if the explanation provided by the Contractor seems justified enough

## **29. TERMINATION FOR CONVENIENCE**

- a. EC HQ may terminate the performance of work under this contract in accordance with this clause in whole, or in part, whenever due to unexpected circumstances, the Contracting Officer shall determine that such termination is in the best interest of EC HQ. Any such termination

shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

- b. After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the Contractor shall:
  - (1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;
  - (2) Place no further orders for deliveries/services, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
  - (3) Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination;
  - (4) Settle all liabilities and all claims arising out of such termination of orders, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
  - (5) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
  
- c. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay the Contractor the amount so determined.
  
- d. Subject to the provisions of paragraph c., the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
  
- e. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph d. upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, EC HQ shall pay to the Contractor the amounts determined by the Contracting Officer. The Contractor may then raise a claim in accordance with the "Dispute" Clause.

### **30. TERMINATION FOR DEFAULT**

- a. EC HQ may, subject to the provisions of paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
  - (1) If the Contractor fails to perform the services/deliver the supplies within the time specified herein or any extensions thereof; or
  - (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of 14 days after receipt of notice from the Contracting Officer specifying such failure.

- b. In the event the EC HQ terminates this contract in whole or in part, as provided in paragraph a. of this clause, the EC HQ may procure, upon such terms and in such manner as the EC HQ may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the EC HQ for any excess costs for such similar supplies or services; however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. The contractor shall be liable for all damage or loss of goods, as well as delay in their delivery, caused while they are under custody.
- d. The liability of the carrier for loss or damage of the goods shall be limited to the figures established in the national/international legislation.
- e. Unless otherwise stated in this contract, it is considered late performance the delay in the arrival time in more than 12 hours in the scheduled time. Liabilities for late performance shall be 0.1% of the Grand Total of the contract per every 6 hours or fraction of delay and to a maximum of 10% of the contract price.
- f. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond his control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both the Contractor and sub-contractor, without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- g. Both parties are under duty of good faith. The contract includes not only the specific terms, but also law and customary practice applicable in France and to the type of trade to which the contract relates.

### **31. SPECIAL TERMINATION CLAUSE**

- a. If at any time while this contract is in force either party find itself in one of the following situation:
  - a. Death, supervened incapacity or extinction of its legal entity;
  - b. Declaration of bankruptcy, reorganization of debts, take over by a trusty, or any other legal status implying lack of capacity to enter new financial liabilities;
  - c. Change of activity in such a manner that it becomes incompatible with the purpose of this contract;
  - d. Closing of EC HQ activities in Strasbourg.
- b. Then the other party shall be entitled to terminate this contract upon giving written notice of termination under the provisions of this clause to the other party. Such termination shall not be considered as termination for convenience and shall be effective on the date stated on the notice of termination.

### **32. DISPUTES**

- a. All disputes arising out of the performance of this contract will be settled through amicable settlement between the Contracting Officer and the Contractor.

- b. Should the Contracting Officer and the Contractor fail to come to an amiable settlement of the dispute, the dispute will be settled in the competent Court of Strasbourg, arbitration councils included, unless otherwise specified in this contract. In case of using judicial avenue, the Contractor shall waive the coverage of those courts corresponding to its fiscal residence in order to rise before the competent Strasbourg Court.
- c. Any claim coming from any of the Parties shall be notified in writing to the other Party; there will be a period of 30 days since the official reception of the letter to answer and justify the disagreement. If it is not the case, the Contracting Officer decision shall be conclusive and the other Party can file a claim in accordance with the above paragraph.

### **33. SIDE AGREEMENTS**

- a. The entire agreement between the contracting parties is contained in this Contract and is not affected by any oral understanding or representation whether made previous to or subsequent to this Contract.

### **34. DECLARATION OF ACCEPTANCE**

- a. The Contractor certifies that he has read, fully understands and unreservedly accepts all terms and conditions, specifications, plans, drawings and other documents, which are relevant to the Contract.

### **35. LANGUAGE**

- a. All inquiries, notices and communications between the Contractor and EC HQ shall be written in English

### **36. RELEASE OF INFORMATION**

- a. Except as otherwise specified elsewhere in the Contract, and to the extent that it is demonstratively unavoidable and without prejudice to the "Security" Clause of the General Provisions, the Contractor or his employees shall not, without prior authorisation of EC HQ, release any information pertaining to this Contract, its subject matter, performance there under or any other aspect thereof.

### **37. CORRUPTION AND ILLICIT GRATUITIES**

- a. The Contractor certifies that neither it nor its agents or representatives have offered or given any gratuity whatsoever to any EC HQ personnel, with a view to securing a contract or favourable treatment with regard to the award, modification or execution of this Contract.
- b. EC HQ may, by registered letter, terminate this Contract without notice if it is found, after an investigation instituted by EC HQ, that gratuities (in the form of entertainment, gifts or others) were offered or given by the Contractor to EC HQ personnel with respect to the award of this Contract or to the taking of any decision regarding its execution

### **38. CONTRACT ADMINISTRATIONS AND COMMUNICATIONS**

- a. The Contractor shall direct all inquiries, notices and communications regarding this Contract to the Contracting Officer, which may be personally delivered, mailed, or copied to the following address:

QUARTIER GENERAL DU CORPS EUROPEEN  
BUREAU G8 / P&C  
BP 70082

67020 STRASBOURG  
FRANCE  
Telephone: +33 (0)3 88 43 29 79  
E-mail:[g8-contract@eurocorps.org](mailto:g8-contract@eurocorps.org)