

GENERAL CONDITIONS OF THE CONTRACT *

ARTICLE 1 - STRUCTURE OF THE CONTRACT

The Contract consists of a purchase order, including all its annexes, the present General Conditions and, where applicable, the Contractor's tender. In the event of conflicting interpretations, the purchase order shall prevail over the General Conditions and the General Conditions shall prevail over the Contractor's tender. All the documents form an integral part of the Contract and, subject to the foregoing, are to be taken as mutually explanatory.

ARTICLE 2 - PERFORMANCE OF THE CONTRACT

- 2.1. The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on it, notably those resulting from employment, tax and social legislation.
- 2.2. The Contract shall not confer on the Contractor any exclusive right to provide the services and supplies and/or to carry out the works described in the purchase order (hereinafter 'the tasks').
- 2.3. The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for the performance of the Contract under the laws and regulations in force at the place where the tasks assigned to it are to be performed.
- 2.4. Without prejudice to Article 4, any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- 2.5. The Contractor must ensure that any person taking part in the performance of the Contract has the professional qualifications and experience required for the performance of the tasks assigned to the Contractor.
- 2.6. The Contractor shall neither represent the Court of Justice of the European Union (hereinafter 'the CJEU') nor behave in any way that would give such an impression. The Contractor shall inform third parties that it does not belong to the European public service.

* Applicable to all of the Institution's low and very-low value contracts (unless otherwise indicated in the procurement documents), and to any other contract whose documents refer to these conditions (threshold established in point 14 of Annex I to Regulation (EU, Euratom) 2024/2509; ([the Financial Regulation](#))).

- 2.7.** The Contractor shall have sole responsibility for the staff who perform the tasks assigned to the Contractor. In the context of the employment or service relationships with its staff, the Contractor shall stipulate:
- that staff performing the tasks assigned to the Contractor shall not receive direct orders from the CJEU;
 - that the CJEU shall not under any circumstances be considered to be the staff's employer and that staff shall undertake not to invoke in respect of the CJEU any right arising from the contractual relationship between the CJEU and the Contractor.
- 2.8.** In the event of disruption resulting from the action of a member of the Contractor's staff working on the premises of the CJEU or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace that member of staff without delay. The CJEU shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the performance of the tasks assigned to it resulting from the replacement of staff in accordance with this Article.
- 2.9.** The Contractor undertakes to provide the CJEU with any information the latter may request for the purposes of managing the Contract. Should any unforeseen event, action or omission directly or indirectly hamper the performance of the tasks, either partially or totally, the Contractor shall immediately and on its own initiative record it and report it to the CJEU. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with its obligations under the Contract. In such event, the Contractor shall give priority to solving the problem rather than determining liability.
- 2.10.** If the Contractor fails to perform its contractual obligations in accordance with the provisions of the Contract, the CJEU may, without prejudice to its right to terminate the Contract, reduce or recover payments in proportion to the non-performance ascertained. In addition, the CJEU may apply penalties or, as provided for in Article 9, liquidated damages.
- 2.11.** Performance of the tasks may under no circumstances begin before the date on which the order or the Contract enters into force.
- 2.12.** Acceptance of the order signifies the waiver of all other general terms and conditions of sale or general terms and conditions of service.
- 2.13.** The parties may agree on more detailed arrangements for the performance of tasks to be annexed to the Contract.

ARTICLE 3 - LIABILITY

- 3.1.** The CJEU shall not be liable for damage sustained by the Contractor in the performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the CJEU.
- 3.2.** The Contractor shall be liable for any loss or damage caused by the Contractor in the performance of the Contract, including in the event of subcontracting under Article 16. The CJEU shall not be liable for any act or omission on the part of the Contractor in the performance of the Contract.
- 3.3.** The Contractor shall assume liability for any compensation in the event of any action, claim or proceedings brought against the CJEU by a third party as a result of damage caused by the Contractor during the performance of the Contract.
- 3.4.** In the event of any action brought by a third party against the CJEU, in connection with the performance of the Contract, the Contractor shall assist the CJEU. Expenditure incurred by the Contractor to that end may be borne by the CJEU.
- 3.5.** The Contractor shall take out insurance against risks and damage relating to the performance of the Contract as required by the applicable legislation. It shall take out supplementary insurance in accordance with standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the CJEU should it so request.

ARTICLE 4 - CONFLICTS OF INTEREST

- 4.1.** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interest which could arise during performance of the Contract must be notified to the CJEU in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The CJEU reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that its staff and its administrative and management bodies are not placed in a situation which could give rise to a conflict of interest. Without prejudice to Article 2, the Contractor shall replace, immediately and without compensation from the CJEU, any member of its staff exposed to such a situation.

- 4.2.** The Contractor shall abstain from any contact likely to compromise its independence.
- 4.3.** The Contractor declares:
 - that it has not made and will not make any offer of any type whatsoever from which an unjustified advantage can be derived under the Contract;

- that it has not granted, sought, attempted to obtain or accepted, and undertakes not to grant, seek, attempt to obtain or accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to the performance of the Contract.
- 4.4. The Contractor shall pass on all the relevant obligations in writing to its staff and its administrative and management bodies, as well as to third parties involved in the performance of the Contract. A copy of the instructions given and the undertakings made in that respect shall be sent to the CJEU should it so request.

ARTICLE 5 - PAYMENT REQUESTS AND INVOICING

- 5.1. Within sixty days of completion of the tasks referred to in the purchase order, the Contractor shall submit an invoice to the CJEU.
- 5.2. Each invoice must contain, without fail, the following information:
- the reference number of the purchase order;
 - the description of the tasks performed, which must conform fully to the purchase order;
 - the prices;
 - the Contractor's bank details, including its IBAN and BIC codes and VAT number.

Invoices shall be marked 'For the official use of the Court of Justice of the European Union'.

- 5.3. All invoices shall be addressed to the CJEU, at the address given in the purchase order. Every invoice shall be accompanied by supporting documentation proving the tasks invoiced have been received. Partial invoicing shall not be accepted unless it is specifically provided for in the purchase order. Tasks carried out prior to receipt of a purchase order cannot be invoiced.
- 5.4. Without prejudice to its right to interest for late payment, the Contractor shall accept any financial constraints caused by the provisional twelfths system in the event that the European Union's general budget has not been adopted at the beginning of the financial year, in accordance with Article 16 of the Financial Regulation.
- 5.5. If provided for in the purchase order, the Contractor shall submit invoices in electronic form in accordance with the conditions regarding electronic signature specified by Directive 2006/112/EC on VAT, namely the use of a qualified electronic signature or electronic data interchange.

The invoice shall be submitted via the supplier portal of the e-PRIOR platform or by electronic data interchange ('EDI').

The invoice may be submitted by post only in exceptional cases and with the express agreement of the CJEU.

ARTICLE 6 - PROVISIONS CONCERNING PAYMENTS

- 6.1.** No payment shall be made until the Contractor has met all the obligations incumbent on it under the terms of the Contract on the date on which an invoice is submitted. That invoice shall contain all the information necessary to verify whether the tasks have been performed. The Contractor shall give the CJEU access to all the supporting documentation necessary to check the invoices.
- 6.2.** Invoices shall be paid within thirty calendar days of the date on which the CJEU registers a payment request, unless otherwise provided for in the purchase order. Payments shall be deemed to have been made on the date on which the account of the CJEU is debited.
- 6.3.** The CJEU may suspend that payment period by informing the Contractor, at any point during the period of thirty days from the date of the first registration of the payment request, that the payment request is not admissible, either because the amount is not due, or because the necessary supporting documents have not been properly produced, or because it considers that the payment request needs to be verified further.

The CJEU shall notify the Contractor of the suspension, giving reasons, by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date on which the letter is sent. The remainder of the payment period shall begin to run again once the suspension has been lifted.

Where the suspension period exceeds two months, the Contractor may ask the relevant authorising officer to decide whether it should be continued.

- 6.4.** In the event of late payment, the Contractor shall be entitled to interest, provided that the calculated interest exceeds EUR 200. Should the interest not exceed EUR 200, the Contractor may claim late payment interest within two months of receiving the late payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ('the reference rate') plus eight percentage points, in the case of the purchase of supplies or services, or three and a half percentage points, in the case of works. The reference rate applicable shall be that in force on the first day of the month in which the payment is due. That interest rate is published in the C series of the *Official Journal of the European Union*. Interest shall be payable for the period from the calendar day following expiry of the time limit for payment up to and including the day of payment. Suspension of payment by the CJEU shall not be deemed to constitute late payment.
- 6.5.** The CJEU shall have the right, after notifying the Contractor and by way of offsetting, to deduct automatically from each payment made to the Contractor any amount which the Contractor owes it for whatever reason.

- 6.6. Payments shall be made by bank transfer to the bank account indicated on the Contractor's tender in the form of IBAN and BIC codes.

ARTICLE 7 - RECOVERY

- 7.1. If the total of the payments made exceeds the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euros on receipt of the debit note, in the manner and within the time limits set by the CJEU.
- 7.2. In the event of failure to pay by the deadline specified in the debit note, the sum due shall bear interest at the rate indicated in Article 6.4. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

ARTICLE 8 - GUARANTEE

- 8.1. The Contractor shall guarantee, for a period specified in the purchase order, that the tasks conform to the specifications set out in the Contract.
- 8.2. If the CJEU considers that the tasks do not conform to the Contract, it shall inform the Contractor accordingly. Unless otherwise specified in the purchase order, the Contractor shall rectify the tasks which do not conform to the Contract within fifteen days of the date on which the CJEU notified the Contractor of that non-conformity. In that case, a new guarantee period, as specified in the purchase order, shall apply from the date of that rectification.
- 8.3. The Contractor shall bear all costs resulting from the application of this Article and shall reimburse the CJEU for all costs incurred. The Contractor shall, at the Contractor's own expense, rectify the tasks, as decided by the CJEU, which are not in conformity with the Contract. If that rectification is not carried out satisfactorily, the CJEU may reject the services and/or the supplies provided and/or the works carried out.
- 8.4. The CJEU reserves the right to claim compensation in accordance with Article 9 for the period starting on the day on which the CJEU notifies the Contractor of the non-conformity and ending on the day on which the tasks are rectified.

ARTICLE 9 - LIQUIDATED DAMAGES

- 9.1. Should the Contractor fail to perform its obligations within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in respect of the Contract or to the CJEU's right to terminate the Contract, the CJEU may decide to apply liquidated damages of 0.2% of the amount stipulated in the purchase order per calendar day of delay. The daily rate for damages may be amended in the purchase order where the subject matter of the Contract so justifies.

- 9.2. Within fifteen days of notification of the decision on the payment of liquidated damages, the Contractor may challenge that decision by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on the part of the Contractor within the abovementioned period or of written withdrawal by the CJEU within fifteen days of the receipt of such challenge, the decision imposing the liquidated damages shall become enforceable. The liquidated damages shall not be applied where there is provision for interest for late completion. The CJEU and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE 10 - OWNERSHIP OF THE RESULTS – INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in the performance of the Contract, shall be owned solely by the CJEU, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE 11 - PATENTS, REGISTERED DESIGNS (*‘GEBRAUCHSMUSTER’*), TRADEMARKS AND BRAND NAMES, INDUSTRIAL DESIGNS AND MODELS

- 11.1. If performance of the Contract involves the use of a patent, a registered design (*‘Gebrauchsmuster’*), a trademark, a brand name, an industrial design or a model belonging to a third party, and this use leads to litigation, the Contractor shall indemnify the CJEU against any action for infringement which may be brought against the CJEU.
- 11.2. The CJEU and the Contractor shall exchange any information indicating that an industrial property right could impede the performance of the Contract.
- 11.3. At the first indication of any action by a third party, in particular the lodging of a claim, even after performance of the Contract, the party implicated shall notify the other party without delay, whereupon both parties shall act jointly and shall exchange all information and evidence which they may possess or obtain.
- 11.4. The fact that the supplies or any part thereof are covered by an industrial property right owned by the Contractor or in respect of which it possesses a licence shall not prevent the CJEU from repairing them or having them repaired by whomsoever it sees fit, save where the Contractor itself possesses an industrial property right in respect of the repair process and, after having been consulted first, offers to effect the repairs within a reasonable time limit and at a reasonable price.

ARTICLE 12 - CONFIDENTIALITY

The Contractor undertakes to treat in the strictest confidence and not to make use of or divulge to third parties any information or documents which are linked to the performance of the Contract. The Contractor shall continue to be bound by that undertaking after completion of the tasks.

ARTICLE 13 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

- 13.1.** The Contractor authorises the CJEU to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter and duration of the Contract and the amount paid.
- 13.2.** Unless otherwise provided, the CJEU shall not be required to distribute or publish documents or information supplied in performance of the Contract. If the CJEU decides not to publish the documents or information supplied, the Contractor shall not have them distributed or published elsewhere without prior written authorisation from the CJEU.
- 13.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the CJEU and shall mention the amount paid by the European Union. It shall state that the opinions expressed are those of the Contractor only and do not represent an official position of the CJEU.
- 13.4.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be prohibited, unless the CJEU has expressly granted prior authorisation in writing.

ARTICLE 14 - TAXATION

- 14.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to it. Failure to comply shall make the relevant invoices invalid.
- 14.2.** The Contractor recognises that the CJEU is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to Articles 3 and 4 of the [Protocol \(No 7\) on the privileges and immunities of the European Union](#) and the relevant legislation of the Member States.
- 14.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for the performance of the Contract are exempt from taxes and duties, including VAT.
- 14.4.** Invoices presented by the Contractor shall indicate its place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE 15 - FORCE MAJEURE

- 15.1.** *Force majeure* shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, which was not due to error or negligence on their part or on the part of a subcontractor, and which could not have been avoided by the exercise of due diligence. Defects in equipment or materials or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* unless they stem directly from an established case of *force majeure*.
- 15.2.** Without prejudice to the provisions of Article 2.9, if either contracting party is faced with *force majeure*, it shall notify the other party without delay by registered letter with acknowledgment of receipt, or equivalent, stating the nature, likely duration and foreseeable effects of that event.
- 15.3.** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by *force majeure*. Where the Contractor is unable to perform its contractual obligations owing to *force majeure*, it shall have the right to remuneration only for tasks actually performed.
- 15.4.** The contracting parties shall take the necessary measures to reduce any damage to a minimum.

ARTICLE 16 - SUBCONTRACTING AND ASSIGNMENT OF THE CONTRACT TO THIRD PARTIES

- 16.1.** The Contractor shall not, without prior authorisation from the CJEU in writing, assign or transfer the rights and obligations arising out of the Contract in whole or in part, nor subcontract any part of it, nor cause it to be performed in fact by third parties.
- 16.2.** In the absence of the authorisation referred to in Article 16.1 above, or in the event of a failure to observe the terms thereof, the assignment or transfer by the Contractor shall not be enforceable against and shall have no effect on the CJEU.
- 16.3.** Even where the CJEU authorises the Contractor to subcontract all or part of the tasks to third parties, the Contractor shall nonetheless remain solely responsible towards the CJEU for the performance of the obligations under the Contract.
- 16.4.** Save where the CJEU expressly authorises an exception, the Contractor shall be required to include in any contracts signed with third parties, in case of assignment or transfer of all or part of the Contract, provisions enabling the CJEU to enjoy the same rights and guarantees in relation to third parties as in relation to the Contractor itself.

ARTICLE 17 - TERMINATION

- 17.1.** The CJEU may terminate the Contract in the following circumstances:

- (a) if the performance of the tasks has not actually started within fifteen days of the scheduled date and the CJEU considers that the new date proposed, if any, is unacceptable;
- (b) if the Contractor is unable, through its own fault, to obtain any permit or licence required for the performance of the Contract;
- (c) if the Contractor fails to perform the Contract in accordance with the purchase order or is materially in breach of another contractual obligation;
- (d) if the Contractor or any person that assumes unlimited liability for the debts of the Contractor is in one of the situations provided for in points (a) and (b) of Article 138(1) of the Financial Regulation;
- (e) if the Contractor or any related person is in one of the situations provided for in points (c) to (h) of Article 138(1) or in Article 138(3) of the Financial Regulation;
- (f) if the procedure for awarding the Contract or the performance of the Contract proves to have been subject to errors, irregularities, fraud or breach of obligations;
- (g) if the Contractor does not comply with applicable obligations under environmental, social and labour law established by European Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to [Directive 2014/24/EU](#);
- (h) if the Contractor is in a situation that could constitute a conflict of interest as referred to in Article 4 and does not rectify the situation;
- (i) where a change to the Contractor's legal, financial, technical, organisational or ownership situation is likely to substantially affect the performance of the Contract or substantially modify the conditions under which the Contract was initially awarded, or where a change regarding the exclusion situations listed in Article 138 of the Financial Regulation calls into question the decision to award the Contract or the Contractor becomes subject to restrictive measures hindering the performance of the Contract;
- (j) in the event of *force majeure*, where either resuming implementation is impossible or the necessary ensuing amendments to the Contract would mean that the purchase order is no longer respected or would result in unequal treatment of tenderers or contractors;
- (k) if the Contractor is in breach of the data protection obligations resulting from Article 21;
- (l) if the Contractor does not comply with the applicable data protection obligations resulting from [Regulation \(EU\) 2016/679](#);
- (m) if it is manifest that, at a later date and before such breach becomes effective, the Contractor will materially fail to perform the Contract in accordance with the purchase order or will be materially in breach of another contractual obligation, unless the Contractor provides the CJEU with sufficient assurances of its future performance.

17.2. The Contractor may terminate the Contract if the CJEU materially fails to comply with its obligations, in particular the obligation to provide the information needed for the Contractor to perform the Contract as provided for in the purchase order.

The Contractor may also terminate the Contract in the event of *force majeure*, where resuming performance is impossible.

17.3. A party must formally notify the other party of its intention to terminate the Contract and the grounds for termination.

The other party has fifteen days following the date of receipt to submit observations, including the measures it has taken or will take to continue fulfilling its contractual obligations or, in the case of point (m) of Article 17.1, the assurances it gives to fulfil its contractual obligations in the future. Failing that, the decision to terminate shall become enforceable the day after the time limit for submitting observations has elapsed.

If the other party submits observations, the party intending to terminate the contract must formally notify it either of the withdrawal of its intention to terminate or of its final decision to terminate.

In the cases referred to in points (a) to (d), (g) to (i) and (k) to (m) of Article 17.1 and in Article 17.2, the date on which the termination takes effect must be specified in the formal notification.

In the cases referred to in points (e), (f) and (j) of Article 17.1, the termination shall take effect on the day following the date on which the Contractor receives notification of termination.

In addition, at the request of the CJEU and regardless of the grounds for termination, the Contractor must provide all necessary assistance, including information, documents and files, to allow the CJEU to complete, continue or transfer the tasks to a new contractor or internally, without interruption or adverse effect on the quality or continuity of the tasks. The parties may agree to draw up a transition plan detailing the arrangements for the Contractor's assistance unless such a plan is already detailed in other contractual documents or in the purchase order. The Contractor must provide such assistance at no additional cost, except if it can demonstrate that it requires substantial additional resources or means, in which case it must provide an estimate of the costs involved and the parties will negotiate an arrangement in good faith.

17.4. Effects of termination:

The Contractor shall be liable for damage incurred by the CJEU as a result of the termination of the Contract, including the additional cost involved in appointing and concluding a contract with another contractor to provide or complete the tasks, except if the damage is a result of a termination in accordance with point (j) of Article 17.1 or with Article 17.2. The CJEU may claim compensation for such damage.

The Contractor shall not be entitled to compensation for any loss resulting from the termination of the Contract, including loss of anticipated profits, unless the loss was caused by the situation specified in the first subparagraph of Article 17.2.

The Contractor must take all appropriate measures to minimise costs, prevent damage and cancel or reduce its commitments.

Within sixty days of the date of termination, the Contractor must submit any report, deliverable or result and any invoice required for tasks that were provided before the date of termination.

ARTICLE 18 - CHECKS AND AUDITS

- 18.1.** The CJEU and the European Anti-Fraud Office may check or audit the performance of the Contract, either directly by their own staff or by authorising an outside body to do so on their behalf.

Such checks and audits may be initiated during the performance of the Contract and for a period of five years from the date of payment of the balance.

The audit procedure shall be deemed to be initiated on the date of receipt of a notification letter sent by the CJEU. Audits shall be carried out on a confidential basis.

- 18.2.** The Contractor shall store all original documents on any appropriate medium, including digitised originals where authorised by national law and under the conditions laid down therein, for a period of five years starting from the date of payment of the balance.
- 18.3.** The Contractor shall grant to the CJEU's staff and outside personnel authorised by the CJEU the appropriate access to the sites and premises where the Contract is performed and to all the information they require, including information in electronic format, for their checks and audits. The Contractor shall ensure that the information is readily available at the time of the check or audit and, if so requested, that it is handed over in an appropriate form.
- 18.4.** On the basis of the findings made during the audit, a provisional report shall be drawn up. That report shall be sent to the Contractor, which may submit observations within thirty days following the date of receipt of that report. The final report shall be sent to the Contractor within sixty days of the expiry of that deadline.

On the basis of the final audit findings, the CJEU may recover all or part of the payments made and may take any other measures which it considers necessary.

- 18.5.** Pursuant to [Regulation \(Euratom, EC\) No 2185/96](#) and [Regulation \(EU, Euratom\) No 883/2013](#), the European Anti-Fraud Office may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by European Union law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the CJEU.
- 18.6.** The Court of Auditors, the European Public Prosecutor's Office established by [Regulation \(EU\) 2017/1939](#) and, for the processing of personal data, the European Data Protection Supervisor, as well as, where appropriate, the competent national authorities shall have the same rights, including the right of access, as the CJEU in relation to checks and audits, as well as the necessary rights and access required to comprehensively exercise their respective competences.

- 18.7.** The Contractor shall ensure that the subcontractors and the third parties within the meaning of Article 16 grant rights equivalent to those referred to in paragraphs 1 to 6 of the present Article.

ARTICLE 19 - AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

ARTICLE 20 - SUSPENSION OF THE CONTRACT

- 20.1.** The CJEU may suspend the performance of the Contract or any part of it in case of *force majeure* affecting the performance of the Contract; in order to verify whether the presumed irregularities, fraud or breach of obligations have actually occurred; or if the procedure for awarding the Contract or the performance of the Contract proves to have been subject to irregularities, fraud or breach of obligations.

The CJEU must formally notify the Contractor of the suspension and the reasons for it. Suspension takes effect on the date of formal notification, or at a later date if the formal notification so provides.

The CJEU must notify the Contractor as soon as the verification is completed whether it is lifting the suspension or whether it intends to terminate the Contract under points (f) or (j) of Article 17.1.

The Contractor is not entitled to compensation for suspension of any part of the Contract.

The CJEU may in addition suspend the time allowed for payments in accordance with Article 6.3.

- 20.2.** If the performance of the Contract is affected by *force majeure*, the Contractor may suspend the performance of that Contract.

The Contractor must immediately formally notify the CJEU of the suspension. The notification must include a description of the *force majeure* and state when the Contractor expects to resume the performance of the tasks.

The Contractor must notify the CJEU as soon as the Contractor is able to resume the performance of the Contract, unless the CJEU has already terminated the Contract.

The CJEU is not entitled to compensation for suspension of any part of the Contract, in the event of *force majeure*.

ARTICLE 21 - DATA PROTECTION

21.1. Processing of personal data by the CJEU

Any personal data included in or relating to the Contract, including its performance, shall be processed in accordance with [Regulation \(EU\) 2018/1725](#). Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract.

The Contractor or any other person whose personal data are processed by the CJEU as the data controller in relation to this Contract has specific rights as a data subject under Chapter III (Articles 14 to 25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict the processing of those data or, where applicable, the right to object to the processing of those data.

Should the Contractor or any other person whose personal data are processed in relation to this Contract have any queries concerning the processing of their personal data, they shall address themselves to the data controller. They may also address themselves to the Data Protection Officer of the CJEU. The data subjects have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data are available at the following address: https://curia.europa.eu/jcms/jcms/Jo2_7009/en.

21.2. Processing of personal data by the Contractor

The Contractor shall comply with the applicable data protection obligations under Regulation (EU) 2016/679.

Where the present Contract requires the processing of personal data by the Contractor as a processor, that processing of personal data by the Contractor shall meet the requirements of Regulation (EU) 2018/1725 and be carried out solely for the purposes set out by the CJEU as the controller. For the purposes of the present Article, the subject matter and purpose of the processing of personal data by the Contractor are strictly linked to the performance of the Contract.

The Contractor shall assist the controller for the fulfilment of the controller's obligation to respond to requests made by persons whose personal data are processed in relation to this Contract to exercise their rights, as laid down in Chapter III (Articles 14 to 25) of Regulation (EU) 2018/1725. The Contractor shall inform the controller about such requests without delay.

The Contractor may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise his or her rights.

The Contractor shall grant staff access to the data to the extent strictly necessary for the performance, management and monitoring of the Contract. The Contractor must ensure that staff authorised to process personal data has committed itself to confidentiality or is under an appropriate statutory obligation of confidentiality.

The Contractor shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of the processing, in order to ensure, in particular, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

The Contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the Contractor has become aware of the breach. In such cases, the Contractor shall provide the controller with at least the following information:

- (a) the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) the likely consequences of the breach;
- (c) the measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The Contractor shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679 or other European Union or Member State data protection provisions.

The Contractor shall assist the controller for the fulfilment of its obligations pursuant to Articles 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing and the confidentiality of electronic communications and directories of users;

- (b) notify any personal data breach to the European Data Protection Supervisor;
- (c) communicate a personal data breach without undue delay to the data subject, where applicable;
- (d) carry out data protection impact assessments and prior consultations as necessary.

The Contractor shall maintain a record of all data processing operations carried out on behalf of the controller, transfers of personal data, security breaches, responses to requests made by persons whose personal data are processed to exercise their rights, and requests made by third parties to access personal data.

The CJEU is subject to Protocol (No 7) on the privileges and immunities of the European Union, particularly as regards the inviolability of archives and data security, which includes personal data held on behalf of the CJEU on the premises of the Contractor or subcontractor.

For the purposes of the present Article, the localisation of and access to the personal data processed by the Contractor shall comply with the following:

- i. the personal data shall only be processed within the territory of the European Economic Area and will not leave that territory;
- ii. the Contractor may not change the location of data processing without the prior written authorisation of the CJEU.

The Contractor shall notify the CJEU without delay of any legally binding request for disclosure of the personal data processed on behalf of the CJEU made by any national public authority, including an authority from a third country. The Contractor may not give such access without the prior written authorisation of the CJEU.

The duration of the processing of personal data by the Contractor will not exceed the period referred to in Article 18.2. Upon expiry of that period, the Contractor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof, or shall effectively delete all personal data unless European Union or national law requires a longer storage of personal data.

For the purposes of Article 16, if all or part of the processing of personal data is subcontracted to a third party, the Contractor shall pass on the obligations referred to in Article 21 in writing to those parties, including subcontractors. At the request of the CJEU, the Contractor shall provide a document providing evidence of that commitment.

ARTICLE 22 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 22.1.** Save as otherwise expressly provided, the Contract shall be governed by European Union law, supplemented, if necessary, by Luxembourgish law.

- 22.2.** Any dispute between the CJEU and the Contractor regarding the interpretation or application of the Contract which cannot be settled amicably shall, unless otherwise stipulated in the Contract, be brought before the courts of Luxembourg.