

CONTRACT FOR THE PROVISION OF SERVICES

PRO-007414: Digital Euro High Level Consultant (Business Model)

between

The European Central Bank (the 'ECB')
Sonnemannstraße 20
60314 Frankfurt am Main
Germany

and

<insert Contractor's name> (the 'Contractor')
<insert Contractor's address>

(jointly the 'Parties')

1. Contract documents

The following documents together form this contract (the 'Contract') and, in the event of there being differences between the terms in these documents, they shall take precedence over each other in the following ranking and order:

- (a) this contract document (the 'Contract sheet');
- (b) the ECB's specific contract terms (SCTs) for services, attached hereto as Annex 1;
- (c) the ECB's general contract terms (GCTs), attached hereto as Annex 2;
- (d) the description of the services, attached hereto as Annex 3;
- (e) the Contractor's offer, attached hereto as Annex 4.

Provisions which are preceded by a checkbox shall only apply if the checkbox is ticked. If the checkbox is not ticked they do not form part of this Contract.

2. Scope of the Contract

The Contractor shall provide the following services (the 'Deliverables') to the ECB:

The ECB envisages concluding one contract with a senior consultant with substantial experience in retail payment schemes, solutions, and financial market infrastructures. The consultant shall advise in domains relevant for the digital euro investigation phase, especially the digital euro business model, and promote the project with key stakeholders.

The scope of the Deliverables is further specified in Annex 3 and Annex 4 to this Contract.

The Contractor's contact point at the ECB shall be the Directorate/Directorate General Market Infrastructure and Payments. Both the ECB and the Contractor shall appoint a contract manager for this Contract.

3. Duration and termination

The Contract shall enter into effect upon its signature of both Parties. The Contract shall remain in force for a period of 24 month(s).

<input checked="" type="checkbox"/> Contract extension: The Contract may be extended at the option of the ECB in accordance with Section 12.1 of the GCTs by the ECB giving advance notice of one month prior to the end of this Contract or of an extension to it. In any event, the total duration of the Contract shall not exceed 48 months.
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The period of notice for termination of this Contract pursuant to Section 12.3 of the GCTs shall be six months.

4. Performance of the Contract

The Contractor shall start the provision of the Deliverables immediately after the Contract is signed by both Parties.

The Contractor shall deploy a sufficient number of staff to fulfil the Contract and Section 4.3 of the GCTs shall apply.

- Service level agreement: The Contract is subject to the service level agreement contained in Annex 3. Section 2.3 of the SCTs shall apply.

5. Remuneration

- Price sheet: The ECB shall pay in accordance with the Price sheet contained in Annex 4.
- Fixed price: The ECB shall pay a fixed amount of EUR <insert net fixed price> for the provision of the Deliverables as a one-off payment.
- Rates: The ECB shall pay for the Deliverables based on the time expended at a daily rate of EUR 1,500.
- Overtime pursuant to Section 6.3 of the GCTs requested or approved by the ECB shall be remunerated at the hourly rate of EUR , unless it is compensated in kind.

- Warning ceiling: The total fee for the Contractor's Deliverables shall not exceed EUR 200,000 . The Contractor shall inform the ECB without undue delay as soon as it becomes aware that this warning ceiling may be exceeded, and it shall await the ECB's confirmation before continuing to provide the Deliverables if this would result in the warning ceiling being reached or exceeded. The ECB shall not remunerate time spent that exceeds the warning ceiling which it has not approved in writing.

Prices shall remain stable for the duration of the Contract.

The Contractor shall submit to the ECB invoices at the following intervals: monthly. Section 7 of the GCTs shall apply.

IN WITNESS WHEREOF the undersigned, being duly authorised, have signed this Contract:

European Central Bank:

Contractor:

Frankfurt am Main, date

Place, date

First ECB signatory
Position

First Contractor's signatory
Position

Second ECB signatory
Position

Second Contractor's signatory
Position