

Annex III – Draft service contract / purchase order terms

Call for tenders: Website redesign, migration and long-term technical partnership (EDP)

1. Parties

This Service Contract is concluded between:

European Democratic Party (EDP)

Rue Montoyer 25
1000 Brussels
Belgium

and

[Contractor legal name]

[Address]

[Registration number]

[VAT number]

2. Contract documents

The following documents form part of this Contract, in order of precedence:

1. this Contract and its annexes;
2. the call for tenders and its annexes;
3. the Contractor's technical offer;
4. the Contractor's financial offer;
5. any written clarification expressly accepted by EDP.

3. Subject matter

The Contractor shall provide services for:

- the redesign and rebuild of the EDP public website;
- migration of existing content;
- maintenance, support, and related technical services;
- hosting or managed infrastructure, where included in the accepted tender.

4. Duration

The Contract enters into force on the date of signature by the last Party.

The performance period shall be 24 months from the start date specified in the signed contract or purchase order.

5. Contract price

The total maximum contract price is:

EUR [amount] excluding VAT

This price covers all services necessary for proper performance of the Contract in line with the accepted tender.

The price includes an annual support package of 280 hours per year (or a different number of hours, as specified in point 6 of the call for tenders).

Additional work beyond the included support package may only be invoiced if:

- requested or approved in writing by EDP in advance; and
- charged at the hourly rate stated in the accepted financial offer.

6. Scope and deliverables

The Contractor shall deliver at least:

- a fully operational website;
- staging environment;
- migration of existing content;
- training for the editorial team;
- documentation;
- maintenance and support services.

The Contractor shall also provide:

- the proposed technical solution;
- the implementation plan and timeline;
- CMS configuration;
- multilingual structure for EN / FR / DE / IT;
- editorial roles and permissions;
- redirect strategy and SEO continuity measures.

7. Minimum requirements and service levels

Compliance with the minimum requirements in the tender documents and accepted tender is an essential contractual obligation.

The following minimum service levels apply throughout contract performance:

- 24/7 monitoring and alerting;
- daily backups;
- documented incident response procedures;
- restoration of critical website service within the timeframe accepted by EDP in the successful tender;
- mitigation measures for cyber incidents, including defacement and DoS/DDoS events;
- initial incident response within a maximum of 16 hours.

8. Acceptance of deliverables

EDP shall review the main deliverables within a reasonable period after delivery.

If a deliverable does not comply with the Contract, EDP may request corrections within a reasonable deadline.

The Contractor shall make the necessary corrections at no additional cost where the issue concerns contractual non-conformity.

Acceptance does not waive EDP's rights in respect of hidden defects, security weaknesses, or later-discovered non-compliance.

9. Governance and reporting

The Parties shall each appoint a contract contact point.

The Contractor shall:

- attend a kick-off meeting;
- provide progress updates during implementation;
- participate in performance reviews every six months;
- inform EDP without undue delay of any issue affecting delivery, security, continuity, timing, or cost.

10. Payment

EDP shall pay the Contractor in accordance with the payment schedule set out in the signed contract or purchase order.

EDP shall pay undisputed amounts within 30 days of receipt of a valid invoice and any reasonably required supporting documents.

11. Changes during performance

No change shall be binding unless agreed in writing by the Parties.

No substantial modification of the Contract shall be made.

12. Subcontracting

Subcontracting is permitted only to the extent disclosed in the accepted tender or later approved in writing by EDP.

The Contractor remains fully responsible for performance of the Contract.

Any subcontractor involved in performance shall be bound by the same obligations relating to:

- confidentiality;
- data protection;
- security;
- audit and access to records;
- compliance with applicable law.

13. Data protection and hosting

Where performance of the Contract involves processing of personal data on behalf of EDP, the Contractor shall process such data only on documented instructions from EDP and shall sign any necessary data-processing terms before processing starts.

The Contractor shall maintain the hosting and security arrangements described in the accepted tender, including:

- data location;
- access-management model;
- backup approach;
- incident-reporting process.

14. Confidentiality

The Contractor shall keep confidential all information received from EDP or generated in connection with the Contract, unless such information is lawfully public.

This obligation continues for five years after the end of the Contract, unless a longer period is required by law or funding conditions.

15. Intellectual property and licence rights

Unless otherwise agreed in writing, all pre-existing materials, tools, methodologies, software components and know-how of the Contractor or third parties remain their property.

EDP shall receive, upon payment, a perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, host, modify, maintain, adapt, further develop and procure third parties to maintain and further develop all deliverables created specifically for EDP under this Contract, for EDP's institutional and operational purposes.

To the extent that any bespoke design assets, documentation, migration materials or project-specific configuration elements are created exclusively for EDP and are legally capable of assignment, the Contractor assigns such rights to EDP upon full payment.

The Contractor shall ensure that any third-party components used under the Contract are properly licensed for EDP's intended use and for continuity of service, including maintenance by a replacement provider where necessary.

16. Audit, verification and record retention

The Contractor acknowledges that the Contract and related procedure may be subject to audit, verification, or control by EDP and, where applicable, by the European Parliament, authorised auditors, OLAF, or other competent control bodies.

The Contractor shall retain relevant records relating to performance of the Contract for at least five years after final payment and make them available on request. The Contractor shall ensure that equivalent obligations apply to any subcontractor involved in contract performance.

17. Conflict of interest and compliance

The Contractor shall take appropriate measures to prevent and disclose any conflict of interest affecting contract performance.

The Contractor shall comply with applicable law relevant to performance, including data protection, tax, employment, and cybersecurity obligations.

18. Suspension and termination

EDP may suspend performance where justified by operational, budgetary, security, or compliance reasons.

Either Party may terminate the Contract for convenience with two months' written notice.

EDP may terminate the Contract with immediate effect in case of:

- material breach not remedied within a reasonable cure period;
- serious or repeated failure to meet minimum service levels;
- breach of confidentiality, security, or data protection obligations;
- undisclosed or unacceptable subcontracting;
- false declaration or exclusion situation affecting the Contractor.

19. Exit and transition

At the end of the Contract, or upon termination, the Contractor shall provide reasonable transition assistance to ensure continuity of service.

This includes, where applicable:

- transfer of content and assets in a usable format;
- secure handover of access credentials;
- transfer of relevant technical documentation;
- reasonable cooperation with EDP or a replacement provider.

20. Applicable law and jurisdiction

This Contract shall be governed by the law of Belgium.

Any dispute not settled amicably shall fall under the jurisdiction of the competent courts of Brussels, Belgium.

**EUROPEAN
DEMOCRATIC
PARTY**

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With the financial
support of
the European
Parliament

21. Signatures

For EDP

Name

Title

Date

Signature

For the Contractor

Name

Title

Date

Signature