NYMPHA-MD
Next Generation Mobile Platforms for HeAlth, in Mental Disorders
Grant Agreement N° 610462

www.nymphamd-project.eu

The coordination and support action has received funding from the European Union’s Seventh Framework Programme [FP7/2007-2013] under grant agreement n° 610462
IMPLEMENTATION DOCUMENT FOR PHASE ____

between

(1) the Provincia Autonoma di Trento, with its registered offices in Trento (Italy), Piazza Dante, 38122, Taxpayers’ Code and VAT no. 00337460224, represented by ________________, in the role of ____________ (hereinafter referred to as the “Contracting Authority”, which acts in its own name and on behalf of the following principals:

a. Corporació Sanitària Parc Taulí, with its registered offices in Barcelona (Spain), Parc Taulí Sabadell, 1, 08208 – Sabadell;

b. Mental Health Services in the Capital Region Copenhagen (Region Hovedstaden) with its registered offices in Copenhagen (Denmark), 2 Kongens Vaenge, Hillerod 3400;

which together with the contracting authority represent the “Commissioning Bodies” and are described individually as the “Commissioning Body”; and

(2) [Name], [Registered Office] and [Registration number of the individual company or of each company making up the Consortium of successful bidders]

(hereafter referred to as the “successful bidder”).

Given that:
- the company indicated below has been declared the successful bidder in phase __ of the pre-commercial procurement for the assigning of research and development services in the context of the project called NYMPHA – MD related to the “search for mobile technological solutions to support health workers and patients with the care and management of bipolar disorder”;
- on ______, the Contracting Authority and the successful bidder signed the Framework Agreement, ref. no. ______, which in articles 2 and 6, provides for the successful bidder proceeding with the performance of the activities on the basis of the implementing documents for the phase.

This having been stated, between the parties represented and domiciled as stated above, THE FOLLOWING IS AGREED:

Article 1

Object

(In addition to the services provided for by the Framework Agreement with reference to phase __, the object of this Implementation Document will be completed according to the bid made by the successful bidder for the aforesaid phase)
Article 2
Duration
1. Without prejudice to the efficacy of the Framework Agreement, the successful bidder must carry out the services provided for in previous article 1 within ____ months from the date that this document is signed.

Article 3
Place of performance
1. The activities provided for in article 1 of this document will be carried out by the successful bidder at the centre indicated in his bid and (limited to phase 3) at the three clinical centres identified by the Commissioning Bodies.

Article 4
Licence for use and intellectual property rights
1. As regards the management of intellectual property rights, see the agreement stipulated between the parties on _____ (ref. no. ____).

Article 5
Termination
1. As regards the causes and methods for termination, reference should be made to article 20 of the Framework Agreement.

Article 6
Persons in charge of the activities
1. The successful bidder nominates Mr/Ms __________ as the person in charge of implementing phase_____
2. The contracting authority nominates Mr/Ms __________ as the manager in charge of implementing phase___________________.

Article 7
Amount
1. The amount due according to the financial bid for phase __ shall be ______euro, excluding VAT.

Article 8
Invoicing and payment methods
1. The provisions of article 13 of the Framework Agreement shall regulate the invoicing and payment methods.

Article 9
Penalties and liability

1. Articles 15 and 16 of the Framework Agreement shall regulate the guarantees in relation to the correct and prompt compliance with the obligations deriving from this implementation document.

Article 9
Tracking of financial transactions

1. The successful bidder shall take on the obligations relating to the tracking of financial transactions as stated in the law of 13 August 2010, no. 136, under penalty of total cancellation of this contract.

2. The parties specifically establish that the contract shall be terminated by law (1456 CC), in all cases in which transactions are carried out without making use of banks or Poste Italiana SPA (article 3, paragraph 3 of L. 136/20), through transfers to dedicated accounts, designed to register all financial movements, in an out, in compliance with the obligations arising from this contract.

Article 10
Final guarantee deposit

1. To guarantee fulfilment of the contractual obligations taken on by the successful bidder with the stipulation of this implementation document, the successful bidder shall provide a final guarantee deposit equivalent to 10% (ten per cent) of the financial bid presented for phase __.

2. The guarantee must be presented in the manner provided for by article 17 of the Framework Agreement and must contain the conditions/ clauses provided for in this.

3. The guarantee will be released by the contracting authority, subject to deduction of any credit due the authority by the successful bidder, following the full and correct fulfilment of the contractual obligations related to phase __, ascertained according to article 10 of the Framework Agreement.

Trento, _______________________

Provincia Autonoma di Trento                               The successful bidder

______________________________                             __________________________