



TERMS OF REFERENCE

Support in digital communication services of the programme Interreg Austria-Hungary

Invitation to submit an offer in a “direct award procedure with prior announcement” (“Direktvergabe mit vorheriger Bekanntmachung”) according to the Austrian law for public procurement (§ 47 BVerG 2018) and the European Directive 2014/24/EU

Contracting entity

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Subject matter of the contract

Support in digital communication services of the programme Interreg VI-A Austria-Hungary.



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1 Introduction

1.1 The programme Interreg Austria-Hungary

The programme Interreg VI-A Austria-Hungary (hereinafter referred to as: Interreg AT-HU) is one of 73 cross-border EU funding programmes in the European Cohesion Policy of the period 2021-2027.

Interreg AT-HU promotes cooperation between Austrian and Hungarian organisations in the following areas: Adaptation to climate change, water, nature conservation and biodiversity, sustainable mobility, education and training, culture and sustainable tourism, institutional cooperation.

The programme is supported by the European Regional Development Fund (ERDF). Around € 62 million in EU and national funds are available for the implementation of cross-border projects and the programme.

Wirtschaftsagentur Burgenland GmbH bears the overall responsibility for the Interreg AT-HU programme in its function as Managing Authority (MA). Therefore, the present procurement procedure is being carried out by Wirtschaftsagentur Burgenland.

The Managing Authority in all programme implementation tasks is supported by a Joint Secretariat (JS), hosted by Széchenyi Programme Office (SzPO) in Sopron.

1.2 Background and context

1.2.1 Legal background

Transparency, communication and visibility activities are essential in making Union funding and action visible to the public. The legal framework for transparency of implementation and communication of programme activities is set in Articles 49 and 50 of the Regulation (EU) 2021/1060.

Article 36 of the Regulation (EU) 2021/1059 (Interreg Regulation) further governs the responsibilities of the Managing Authority and partners with regard to transparency and communication.

1.2.2 Communication in Interreg AT-HU

Communication activities of the programme are not standalone initiatives but parts of a horizontal approach. They shall be implemented in close cooperation of all programme bodies (MA/JS as the programme management and programme partners represented by the regions participating in the programme) in order to serve the achievement of all programme objectives.

The Managing Authority elaborated a communication roadmap for the programming period 2021-2027 in close cooperation with the programme partners. This roadmap sets the frame for all internal and external communication and additionally, builds the basis for the annual planning of all communication activities.



According to the communication roadmap the main objectives of the programme communication are:

- Establish common understanding about and achieve effective use of processes by all programme bodies;
- Increase knowledge of (potential) applicants of the simplified framework and support offered by the programme;
- Improve the communication with beneficiaries and foster the exchange among them for better project implementation and increased valorisation of results;
- Achieve broad visibility of project results/achievements in the programme region and beyond in continued cooperation with neighbouring Interreg programmes.

Communication as such and the realisation of the communication roadmap is in the responsibility of the Managing Authority, whereas practical implementation of the activities lies mainly in the hands of the Joint Secretariat. Thus, for the services requested a strong coordination process with both MA and JS is inevitable in order to reach common understanding and good results for the programme.

A large part of the activities for communication and visibility of the programme will take place online. The programme website shall be the cornerstone of the digital communication system, completed by newsletters and social media presence. Currently, all information about the 2021-2027 programme is made available in an own section of the programme website for the 2014-2020 period: <https://www.interreg-athu.eu/en/interreg-at-hu-2021-2027/>

The programme needs a coherent concept for its digital communication, especially important a new programme website, and a new visual identity for the 2021-2027 programme in order to set up a new and enabling framework for better visibility of the programme and good communication of its achievements targeting both the programme region and its citizens and the bigger picture of Interreg family and EU cohesion policy.

Thus, this award procedure aims at selecting a service provider to support the communication team of the programme Interreg AT-HU in setting up all cornerstones of its digital communication. The requested services are described in the following chapter 2 in four service packages.

2 Specification of services

2.1 Service package 1: Design of a visual identity and graphical services

This service package includes the support in defining its visual identity that is in line with the programme's core values and represents the programme being an integrated part of the Interreg community.

The visual identity and corporate design shall create a coherent and recognisable visual representation that embodies the programme's mission, values and objectives. It aims to increase the programme's communication effectiveness, stakeholder engagement and overall impact. A strong visual identity shall foster a sense of unity among diverse stakeholders, reinforce the programme's credibility and help to convey a clear and memorable message about the programme's commitment to cooperation and cohesion.



The visual identity should capture these image of the programme and make its message recognisable on the website, in the newsletter, in social media channels and also in programme documents.

Interreg AT-HU is part of a branding harmonisation initiative by Interact¹ that developed a recognisable identity for all Interreg programmes. The initiative represented a strategic effort to enhance visibility, recognition and impact of the Interreg programmes and projects within the European Union. With the consistent visual and narrative framework, the harmonised Interreg brand provides greater visibility for Interreg at all levels. Within this initiative the following elements for the programme's use have been developed:

- Programme logo
- Project logo
- Colours and icons for the 7 policy objectives of the EU for the 2021-2027 period (four of them representing the thematic funding priorities of the programme Interreg AT-HU).

To learn more about the Interreg brand please see the Interreg Brand Design Manual in Annex 1.

Strongly based on the Interreg brand, Interreg AT-HU for several reasons like better usability in the programme's context slightly adapted the programme logo provided by Interact. The programme logo for Interreg AT-HU which will be used throughout the 2021-2027 programming period is the following:



The programme logo must be used in all different communication tools like website, social media, publications, promotional material, programme documents etc. It may also be used in combination with other logos used by projects or programme partners.

The visual identity of Interreg AT-HU shall consist at least of the following elements:

2.1.1 Corporate design

The corporate design of the programme shall be based on the adapted new programme logo and shall rely on the Interreg brand (see brandbook in Annex 1). It shall ensure a consistent and professional appearance across all communication applications of the programme, like website, newsletter, documents, publications, presentations, also including event settings.

The corporate design should include:

- Definition of programme colours and typeface
- Adaptation of the Interact template for project logos to the new Interreg AT-HU programme logo
- Key visuals (e.g. images to illustrate the programme funding priorities, images for newsletter headers or social media work)

¹ Interact is an EU programme financed out of ERDF and supports Interreg programmes in programme implementation issues.



- Corporate design manual with guidance and rules for the practical use

The logo (template for project logos) and corporate design elements should be provided in a suitable format for the different use cases of the programme's visibility and communication.

2.1.2 Web design

A key tool in programme communication is the programme website. With the new web design, the website shall reflect the programme's visual identity, communicate our values and objectives, and – especially important - provide engaging user experience for visitors.

The process of elaborating the visual identity of the programme website includes creating the layout, the website structure and visual elements representing a full concept for a functional and visually appealing online presence.

2.1.3 Corporate templates

Templates for documents and presentations (i.e. stationery) using the visual identity should be developed for the tools of the MS Office package. Templates shall be developed for e.g. programme manuals and factsheets, newsletter standard and special editions, presentations for meetings or events and letterheads.

In addition, graphical services are requested for templates for durable plaques and billboards and posters of a minimum size of A3 with information about the Interreg project highlighting support from Interreg AT-HU according to Article 36 (4) of Regulation (EU) No. 2021/1059 (Interreg Regulation).

Services referring to this service package 1 shall be remunerated according to the total price for the package enclosed in the offer.

2.2 Service package 2: Development and maintenance of the programme website

2.2.1 Service package 2A: Development of the programme website

This service package includes the professional and technical development of the programme website. Beside all information for the new programming period 2021-2027, also basic results from previous periods (2014-2020, optional 2007-2013) shall be included. Its design shall consider the following characteristics and include the following elements:

2.2.1.1 Characteristics

- Responsive design of all pages on all devices
- Compliance with accessibility requirements
- Using the visual identity
- Respecting the multilanguage background of the programme (German and Hungarian as programme languages, English used as a working language)
- Clear structure, easy navigation and high usability, tailored to the different audiences and their objectives when visiting the website



- Designed and programmed to add and remove individual menu items in the future. The pages shall have a flexible design so that the main sections can evolve over time.
- Interoperability with other data platforms and possibility to easily embed data or content to and from external sources (e.g. the programme monitoring system Jems, the keep.eu database, social media or event content including videos)
- Possibility to download documents from the website
- An easy-to-use CMS
- A search function on the website (optional)
- A high degree of security

It is important that the website follows high accessibility standards. Wirtschaftsagentur Burgenland GmbH as public sector body is committed to making its website and services accessible to users, in particular to persons with disabilities, in accordance with the Anti-Discrimination Act of Burgenland ("Burgenländisches Antidiskriminierungsgesetz") transposing Directive (EU) 2016/2102 of the European Parliament and of the Council.

2.2.1.2 Elements of the programme website

- A main page as main portal for the programme online visibility and main entrance to the programme's content guiding the visitors to the objective of their search.
- Multilanguage content: The content on the website shall be presented in the two programme languages German and Hungarian, and also in English.
- Project pages hosted on the programme website
- Project websites:
 - The programme will have around 60 projects.
 - A project manager of each project should have a customized user access to the CMS to edit the respective project website.
 - Basic project data (e.g. partners, budget, intended results) should be preferably taken over from the monitoring system Jems
 - Room for additional project information (e.g. news or events) should be provided.
- Integration of project data (especially results) from previous period 2014-2020 (and probably also 2007-2013): a database for the previous projects should be provided in a similar style like the 2021-2027 project websites. Customized user access for project managers is not needed, data will be provided and administered by the programme.
- The website should feature the programme description and functioning, and be a guidance for project application and all other phases of the project cycle.
- The website should have a dedicated section for programme documents and materials relevant to be presented to the public (e.g. Interreg Programme, programme evaluation reports, list of Monitoring Committee members, list of beneficiaries etc.).
- The website should have a section with all supporting materials (e.g. manuals, fact-sheets, templates, tutorials/videos) and information for project applicants and beneficiaries – so to say "a one-stop-shop". For this section it is especially important that it has a self-explaining structure, it is easy-to-use and guides the visitors to the relevant information.
- The website should be a platform to showcase the project's achievements and stories, news, communication activities.
- The website should be accompanied with a newsletter feature, and a page on the website should be available where published/sent programme newsletters can be revisited.



- There should be a dedicated place where public procurement procedures and job vacancies can be published by the programme.
- An easy-to-use tool for statistics of the website usage should be in place.
- A calendar section with upcoming events should be displayed.
- A registration tool for both public events and programme meetings should be available.

A training session on the website use for MA/JS and the content-related preparation of project trainings for the use of the project websites (including the preparation of a dedicated manual/tutorial) shall be planned.

Services referring to this service package 2A shall be remunerated according to the total price for the package enclosed in the offer.

2.2.2 Service package 2B: Maintenance of the programme website

This service package includes the maintenance of the programme website, and thus, all necessary work to ensure optimal performance in the operation of the programme website, especially regarding the standard software used and security updates related to it.

Server hosting will be provided by the contracting entity and thus, shall not be part of the services in this service package. Server hosting does not include updates of the website CMS.

From 2028 onwards, the situation changes around the extent or need for maintenance of the website as it is expected that by that time the system will be largely stable and error-free. Therefore, it shall be possible to either reduce the scope of services for maintenance from 2028 onwards, or even to terminate this service package 2B. In the event of partial termination of the contract (termination of package 2B), any services for updates to the software or similar would be provided as optional services under service package 4.

Services referring to this service package 2B shall be remunerated according to a monthly fee enclosed in the offer.

2.3 Service package 3: Concept for digital communication

The online visibility of Interreg AT-HU shall be based on coherent concept for digital communication. The overall objective is to enhance the programme's online presence, engagement and visibility. The concept shall be based on two components: a strategic document and an editorial plan.

The strategic document is to be understood as a comprehensive and overarching plan that outlines how the programme will use the various digital channels and tools. It shall be the framework for the online presence of the programme and shall define the approach to digital communication. The strategic document shall include:

- Objectives for digital communication
- Identification of target groups and their needs
- Determination of platforms and channels appropriate to reach the target groups
- Specification of the content to be created and shared in which channel as well as the messaging style
- Definition of appropriate metrics or indicators for measuring the success of the efforts in digital communication



The editorial plan shall be a publishing schedule that organizes the content in the programme's digital communication channels. It shall include the main topics, the format of the content, the publication timeline ensuring a regular and consistent presence, the distribution of content across the different channels and the definition of responsibilities of the team members involved.

Currently, Interreg AT-HU uses the following digital communication channels: the programme website, a newsletter with standard and special editions (e.g. for the European Year of Youth, see <https://www.interreg-athu.eu/en/newsletter/>), social media (Facebook, LinkedIn).

Services referring to this service package 3 shall be remunerated according to the total price based on the itemised quotation enclosed in the offer.

2.4 Service package 4: Optional services

Beside the services in service packages 1 to 3 for the phase of the programme start, also additional optional services shall be part of this contract in order to best support the programme in any communication issues throughout the implementation of the programme.

These optional services cannot be identified at this stage, but shall be managed by specific calls for a service and remunerated according to hours worked on the respective service. An hourly rate is to be provided for this service package in the offer.

After notification of a need, the contractor shall provide a free of charge and binding estimation of the time required for the service and implement the tasks after commissioning by the Managing Authority within the framework of a mutually agreed schedule. If the estimation is exceeded, the Managing Authority must be consulted immediately.

The expected maximum hours for this service package is 400. The offer shall be calculated on the basis of this estimation. The MA might decide to allocate more or less hours than this upper ceiling or even not to use any services under this service package depending on actual needs.

Services referring to this service package 4 shall be remunerated according to hours worked and the hourly rate enclosed in the offer.

3 Timeline

3.1 Duration of the contract

The contract is planned to run from mid-November 2023 until the end of 2030.

3.2 Time schedule for the delivery of services

A kick-off meeting with the Managing Authority and responsible staff in the Joint Secretariat shall be organised after the award of the service contract mid-November 2023. Afterwards, regular coordination meetings and contacts with MA/JS are foreseen.

For the delivery of services the following time schedule is foreseen:



Service package 1: Design of a visual identity and graphical services

The design and definition of a visual identity is preliminary to all other services, especially to the development of the programme website.

The whole service package should be delivered by mid-December 2023.

Service package 2A: Development of the programme website

The conceptual phase and detailed agreements on the structure, contents and design of the website (i.e. screen design) is the essential cornerstone of this service package and builds the unanimous basis for coding of the website.

Thus, this detailed concept for the structure, contents and design of the website should be handed over, if possible, by end of December 2023.

After agreement on the screen design concept the coding starts.

The preliminary website and CMS should be implemented latest by end of February 2024.

The website should be delivered in its final version by mid-March. This final version does not have to contain project websites which shall be available as a concept but can be developed at a later stage until April/May 2024. To ensure and set-up interoperability between the programme website (especially the part with the project websites) and the Joint electronic monitoring system (Jems) of the programme, a meeting with the service provider for Jems will be organised at the beginning of 2024.

Service package 2B: Maintenance of the programme website

Maintenance services are to be delivered from the release (going live) of the website.

Service package 3: Concept for digital communication

The concept for digital communication should be available by March/April 2024.

Service package 4: Optional services

Optional services depending on actual needs can be requested over the entire duration of the contract.

4 Required content of the offer

The offer can be submitted in English or German and should include at least the following elements:

- Approach and work organisation: suggestions regarding the content-related approach that shall be followed to deliver the services and procedures that ensure a proper work organisation within the team and with MA/JS (including outline of the timing and work steps needed)
- Description of the bidder: presentation of the company and its profile, information about experience and qualification of the proposed experts (including language skills)



- References: information on and examples of previous similar projects (preferably in the context of EU funding)
- Budget for the requested service packages

The offer shall reflect the specification of services pointed out above and consider the award criteria described below.

5 Remuneration, budget

For the subject matter of the contract of service package 1, 2A and 3, the contractor shall be entitled to a lump sum fee (total price of the respective service package stated in the offer). This lump sum fee shall cover all necessary services of the contractor, in particular also any travel expenses. Service package 2B shall be invoiced according to the respective prices offered per months for maintenance. Any expenses required for optional services in service package 4 shall be invoiced according to the respective prices offered per hour.

6 Information on the award procedure

6.1 Contracting entity

The contracting entity is Wirtschaftsagentur Burgenland GmbH in its function as Managing Authority of the programme Interreg VI-A Austria-Hungary. Wirtschaftsagentur Burgenland GmbH is a public contractor in the meaning of the Austrian public procurement law, BundesvergabeGesetz 2018 (BVerG 2018, BGBl. I Nr. 65/2018 and its amendments).

6.2 Basis and process of the award procedure

The subject of this award procedure is a service contract within the meaning of § 7 BVerG 2018, the subject of the contract is services. The estimated contract value is in the sub-threshold range (Unterswellenbereich).

The contract will be awarded by a direct award with prior announcement according to § 47 BVerG 2018.

Interested bidders (companies or consortia of companies) are invited to submit a binding offer based on the description contained in this document.

Partial bids, alternative bids and variation bids are not permitted.

After receipt of the bids, the bids will be examined and evaluated according to the criteria defined in chapter 6.5 and the contract will be awarded to the best bidder.

The competent award control authority is the Regional Administrative Court of Burgenland (Landesverwaltungsgericht Burgenland).

6.3 Subcontracting

It is not permitted to use subcontractors for the provisions of a major part of the service, and the subcontracting of the entire contract is not permissible. Parts of the service may



only be subcontracted if the subcontractor disposes of the necessary authorization to execute its part, and if the subcontractor disposes of evidence of its technical capacity.

Any subcontracting during the period for provisions of the services requires the express prior consent of the MA.

6.4 Admissibility and ability of bidders

The bidder has to prove its legal authorisation and provide an extract from the business, professional and/or trade register (proof can be submitted in original language) depending on the relevant regulations of the legal system being effective at the registered seat. If the original language of this document is not German or English, the bidder has to provide a translation of this document in German/English under its own responsibility. This requirement also applies in case the offer is submitted by a consortium. In this case, the document described above must be submitted by all the members of the consortium.

In order to cope with the required tasks the bidder (or consortium) is expected to proof the following:

- Registration for the particular activities with the authorized body of the state where its seat is located;
- Confirmation that no enforced settlement bankruptcy proceedings have been initiated and it has not suspended business activities by virtue of a court decision or some other enforceable decision;
 - For Austrian companies this criterion will be checked by the contracting entity. No proof has to be submitted with the bid.
 - For bidders from any other country the respective proof must be submitted with the bid.

Please be aware that Wirtschaftsagentur Burgenland GmbH as the contracting entity may request additional documents to verify the authorisation of the company and ability to deliver the service.

6.5 Assessment of submitted bids

The contract will be awarded to the technically and economically most favourable bid. Valid offers will be evaluated using a value analysis on the basis of the following award criteria:

Criterion	Weighting
Total price	30 %
The criterion will be evaluated according to the following formula: $\text{Points} = \text{TP min} / \text{TP bid} \times 10$ TP min: total price of the best bid in monetary terms TP bid: total price of the bid under consideration	



Technical quality, of which	70%, of which
Quality of the proposal for the implementation of the service: <ul style="list-style-type: none"> - Consistency and transparency of the content approach to be applied for all elements of the digital communication; - Quality of the work organisation - Feasibility of the time plan 	50%
References <ul style="list-style-type: none"> - Level of experience in the fields of website development and maintenance, graphic design and layout; - Reference projects relevant for the present award procedure 	50%

The total points possible are 10 points. Points awarded for each of the criteria will be weighted and added up according to the percentage values stated in the table above. The offer with the highest number of points will be considered to be the technically and economically most favourable.

6.6 Submission deadline of the bids and binding period

Signed bids must be submitted to the contracting entity until:

08 November 2023, 12:00 (CET)

Bids received beyond this deadline will not be taken into account. Punctual delivery of the bid is in the responsibility of the bidder. The bid must be delivered in electronic version via e-mail (tatjana.paar@wirtschaftsagentur-burgenland.at) or via ANKÖ e-tendering (<https://burgenland.vergabeportal.at/Detail/162916>). The language of the bid must be English or German.

The bidders are bound by their respective bids until the contract is awarded.

6.7 Award decision

The award decision is expected to be made in week 46.

The result of the award procedure will be communicated to the bidders in writing.

The contractor shall commence its activities immediately after award of the contract, in November 2023 (see chapter 3 about the timeline).

6.8 Remuneration for the preparation of the bids

The bidder shall not receive any remuneration or reimbursement of expenses for the preparation of the bid or for further participation in the award procedure.



7 General terms and conditions of the contract

7.1 Subject of the contract

The subject of the contract is the support in digital communication services of the programme Interreg VI-A Austria-Hungary. The service is described in chapter 2 of this document.

7.2 Written form of the contract, contract validity and amendments

The contractual relationship will be placed solely in writing. The contract will be binding from the date of notification of the award of the contract until full completion of the service.

Amendments and additions to the contract as well as agreements to depart from the required form must also be made in writing.

7.3 Language of the contract

The contract will be conducted in German. English or Hungarian working translations can be provided.

7.4 Duty to supply information

The parties to the contract shall exchange important information concerning the subject matter of the contract on a continuous basis.

As soon as any circumstances become apparent to the contractor which might jeopardize the contractual completion of the order, it must notify the contracting entity immediately and in writing of these circumstances and of any measures to be considered.

7.5 Settlement of accounts

Payments for carrying out the order shall be made in instalments in accordance with the progress of the service, as follows:

- 20 % after the award (signature) of the contract;
- 60 % after delivery of service package 1 and the website screen design from service package 2A;
- 20 % after finalisation of service package 1, 2A and 3.

Payments for services of service package 2B (maintenance of the programme website) shall be made in advance at the beginning of each quarter.

Payments for services of service package 4 (optional services) shall be made after delivery of the respective service and invoicing by the contractor.

The period allowed for payment is four weeks and starts with receipt of a correct and complete invoice by the contracting entity. If the invoice is incomplete, i.e. the correctness cannot be checked, the payment deadline will be interrupted.

If the service is delivered by a consortium, invoicing must be carried out solely by the lead member of the consortium.



7.6 Completeness of information, additional services

All contractual services are paid for and settled with the remuneration. Additional services may only be invoiced if they were ordered in writing.

7.7 Expenses

Expenses of the contractors' employees and any subcontractors not explicitly listed, such as mileage, accommodation expenses, daily allowances, travel allowances, travel times and the like shall be borne by the contractor.

7.8 Duties and taxes

With the exception of the value-added tax and any stamp duties, all taxes and duties arising from the contract or the related activity of the contractor shall be borne by the contractor. If claims are levelled against the contracting entity for such taxes and duties, the contractor shall hold the contracting entity safe and harmless. In particular, the contracting entity has the right to retain such amounts from the remuneration to be paid to the contractor.

7.9 Defaults in performance

7.9.1 Failures in fulfilment of obligations and delayed delivery

In case of failures of the contractor to fulfil its obligations, the contracting entity can temporarily reduce or suspend payments linked to invoices issued after the observed failure until the contractor resolves the problem in question.

If irrespective of any fault on the part of the contractor and for no fault of the contracting entity, the rendering of a service is repeatedly delayed, the contracting entity shall have the right to terminate the contract.

This shall not prejudice any claims for damages if fault can be attributed to the contractor.

7.9.2 Liability of damages

If damages are to be observed, the contractor shall be liable to the contracting entity in accordance with the provisions of the law. Liability for minor negligence is limited to the value of the order. Members of bidder consortia shall be jointly and severally liable.

7.9.3 Substitute performance

In each case of default in the performance attributable to the contractor, such as delayed delivery, fault clearance or elimination of defects, the contracting entity shall have the right to initiate substitute performance at the expense of the contractor.

7.10 Termination of the contract

The contracting entity may terminate the contract at any time and with immediate effect by unilateral declaration for good cause. Good cause is shown in particular,



- if liquidation proceedings or bankruptcy proceedings are opened against the assets of the contractor or a petition to open bankruptcy proceedings is dismissed due to lack of assets;
- it is subsequently established that the contractor provided incorrect information during the tender procedure upon which these general terms and conditions of contract are based and that this would have influenced the decision to award the contract;
- if circumstances arise that obviously render the timely performance of the order impossible unless these were caused by the contracting entity;
- if the contractor either directly or indirectly offers, promises or grants an organ of the contracting entity that is involved with the conclusion and implementation of the contract a pecuniary advantage for itself or a third party;
- if the contractor or an affiliated company illegally or immorally restricted competition or unfairly influenced the contract award procedure preceding the conclusion of the contract;
- if the contractor itself or any of its employees, in connection with the performance of the order, violates secrecy obligations;
- if the contractor dies without a legal successor or loses its legal capacity;
- if the contractor employs a subcontractor who has not been approved by the contracting entity.

If on the basis of this provision the contracting entity terminates the contract, the contractor shall lose all claims to the remuneration, except to the extent the contractor has already provided partial performance that can be utilized by the contracting entity. If the contractor is responsible for the cause of termination, it must reimburse the contracting entity for any additional costs incurred by placing the order with a third party.

7.11 Confidentiality and data protection

The contractor is obligated to maintain complete confidentiality towards third parties concerning all information that become known to it in the course of fulfilling the contract or contributed to the completion of the contract, in particularly concerning data of project applicants and beneficiaries, unless the contracting entity has released the contractor from such obligation in respect of a specific situation in writing.

The Joint Secretariat of the programme Interreg AT-HU is not considered as third party in the contract.

The obligation to maintain confidentiality shall persist indefinitely even after termination of the contract, with the exception of any duty to give evidence.

Furthermore, if a contractor employs others to supply the service, it shall be obligated to transfer the obligation to maintain confidentiality to such persons and shall be liable for any violation of confidentiality on their part in the same way as if the contractor had breached confidentiality.

The contractor shall be entitled to use any personal data entrusted to him for the purpose of the service to be delivered, in due consideration of the General Data Protection Regulation (GDPR) (EU) 2016/679 and the Austrian Data Protection Law in its valid version. This concerns particularly data of project applicants, beneficiaries about the implementation of their projects, and data about programme implementation.



7.12 Intellectual property rights

The contractor shall hold the contracting entity safe and harmless from all claims arising from or related to disputes concerning patent law, trademark law, design copyright and/or copyright and shall warrant unrestricted use in accordance with the intended purpose of the goods delivered or services supplied. The contracting entity acquires the right unrestricted by time or place or in terms of content to the goods delivered or services supplied.

7.13 Retention and obligation to render service

In the event of a dispute the contractor has no right to withhold delivery of goods or to suspend services.

7.14 Legal venue and applicable law

The sole legal venue for disputes arising from or in connection with the contractual relationship based on these general terms and conditions shall be the District Court of Eisenstadt.

The contractual relationship shall be governed solely by Austrian law.

7.15 Official copies of the contract

The contract will be issued in duplicate, one for each contracting party.