

Framework agreement

Procurement procedure 26- 2000079740

on the delivery of SAF Certificates

between the

**Deutsche Bundesbank
Procurement Centre
Taunusanlage 5
60329 Frankfurt am Main
Germany**

- hereinafter referred to as “Lead Central Bank (BBk)” -

and

Contractor

—

- hereinafter referred to as the “Contractor” -

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General part

1 Subject of the agreement

Under this framework agreement, the Contractor undertakes to deliver SAF Certificates pursuant to the technical specifications outlined in Annex 1.

Besides the BBk, the institutions that are participating members of the Eurosystem Procurement Coordination Office (EPCO) hereinafter referred to as “PEMs” (participating EPCO members)) shall be entitled, pursuant to paragraph 2 “Opening clause for members of the Eurosystem Procurement Coordination Office (EPCO)” of this Framework Agreement, to procure the goods and services included in this framework agreement.

To this end, the Lead Central Bank (BBk) shall conclude framework agreements with up to five (5) economic operators.

In the event that the evaluation for the bids ranked 5th and following are identical, the number of contractors will be increased.

During the term of the agreement, individual purchase orders shall be awarded through mini competitions that are generally held individually by each participating institution.

The right to make changes to the subject and scope of this agreement and to terminate this agreement is reserved solely for the Lead Central Bank (BBk).

2 Opening clause for members of the Eurosystem Procurement Coordination Office (EPCO)

The Eurosystem Procurement Coordination Office (EPCO) established by the Governing Council of the European Central Bank (ECB) by Decision of the ECB of 17 November 2008 laying down the framework for joint Eurosystem procurement (Decision ECB/2008/17¹ as amended by Decision ECB/2015/51² and ECB/2020/27³) to coordinate joint procurements, currently hosted by the Banque centrale du Luxembourg.

The organisations and entities participating in EPCO consisting of the central banks of the ESCB and national competent authorities of the Member States of the EU, as well as other institutions which are members of EPCO, in accordance with Decision of the European Central

¹ OJ, L 319, 29.11.2008, p. 76.

² OJ, L 6, 9.1.2016, p. 5.

³ OJ L 146, 8.5.2020, p. 11.

Bank of 17 November 2008 laying down the framework for joint Eurosystem procurement (ECB/2008/17), as amended by Decision ECB/2015/51 and ECB/2020/27.

List A:

Potential Participating EPCO Members (i.e. participation in the future Framework Agreement subject to their participation in EPCO)⁴

N°	Category	Country code	Institution code	Institution name
1	ESCB/SSM	AT	OeNB	Oesterreichische Nationalbank
2	ESCB/SSM	BE	NBB	Banque National de Belgique
3	ESCB/SSM	BG	BNB	Bulgarian National Bank
4	ESCB/SSM	CY	CBC	Central Bank of Cyprus
5	ESCB/SSM	CZ	CNB	Czech National Bank
6	ESCB/SSM	DE	BBk	Deutsche Bundesbank
7	ESCB/SSM	DK	DN	Danmarks Nationalbank
8	ESCB/SSM	ECB	ECB	European Central Bank
9	ESCB/SSM	EE	BoE	Eesti Pank
10	ESCB/SSM	ES	BdE	Banco de España
11	ESCB/SSM	FI	BoF	Suomen Pankki
12	ESCB/SSM	FR	BdF	Banque de France
13	ESCB/SSM	GR	BoG	Bank of Greece
14	ESCB/SSM	HU	MNB	Magyar Nemzeti Bank
15	ESCB/SSM	HR	CNB	Croatian National Bank
16	ESCB/SSM	IE	CBI	Central Bank of Ireland
17	ESCB/SSM	IT	BdI	Banca d'Italia
18	ESCB/SSM	LT	BoL	Lietuvos bankas
19	ESCB/SSM	LU	BCL	Banque centrale du Luxembourg
20	ESCB/SSM	LV	BaL	Latvijas Banka
21	ESCB/SSM	MT	CBM	Central Bank of Malta
22	ESCB/SSM	NL	DNB	De Nederlandsche Bank
23	ESCB/SSM	PL	NBP	Narodowy Bank Polski
24	ESCB/SSM	PT	BdP	Banco de Portugal
25	ESCB/SSM	RO	NBR	National Bank of Romania
26	ESCB/SSM	SE	SR	Sveriges Riksbank
27	ESCB/SSM	SI	BS	Banka Slovenije
28	ESCB/SSM	SK	NBS	National Bank of Slovakia
29	SSM	AT	FMA	Financial Market Authority
30	SSM	DE	BaFin	Federal Financial Supervisory Authority
31	SSM	EE	EFSA	Estonian Financial Supervision Authority

⁴ Participation of each institution in the future Framework Agreement will be subject to the prior participation in EPCO and compliance with all conditions relevant to the participation in EPCO.

32	SSM	LU	CSSF	Financial Sector Surveillance Commission
33	SSM	MT	MFSA	Malta Financial Services Authority
34	Other	BE	FSMA	Financial Services and Markets Authority
35	Other	BE	SRB	Single Resolution Board
36	Other	DE	EIOPA	European Insurance and Occupational Pensions Authority
37	Other	FR	EBA	European Banking Authority
38	Other	FR	ESMA	European Securities and Markets Authority
39	Other	IT	CONSOB	Commissione Nazionale per le società e la borsa
40	Other	LU	EIB Group	EIB Group - European Investment Bank Group, including: • the European Investment Bank (EIB) and • the European Investment Fund (EIF)
41	Other	LU	ESM	European Stability Mechanism
42	Other	SE	FI	Finansinspektionen
43	Other	SW	BIS	Bank for International Settlement
44	PWs	AT	OeBS	Oesterreichische Banknoten und Sicherheitsdruck
45	PWs	ES	IMBISA	Imprenta de billetes
46	PWs	PT	Valora	Valora S.A.

For the purpose of this tender procedure and of this document all the entities participating in EPCO's activities are called Participating EPCO members (PEMs).

From the List A referred above, the following Beneficiaries having expressed at the time of the launching of this tender the definitive interest to purchase services via the resulting contract:

List B:

Definitely Participating EPCO Members

N°	Category	Country code	Institution code	Institution name
1	ESCB/SSM	DE	BBk	Deutsche Bundesbank

From the List A referred above, the following Potential Beneficiaries having expressed at the time of the launching of this tender an interest to purchase services via the resulting contract:

List C:

List of Participating EPCO Members which have expressed a potential interest in using the Framework Agreement

N°	Category	Country code	Institution code	Institution name
1	ESCB/SSM	ES	BdE	Banco de España
2	ESCB/SSM	FI	BoF	Suomen Pankki
3	ESCB/SSM	FR	BoF	Banque de France
4	ESCB/SSM	IT	BdI	Banca d'Italia
5	ESCB/SSM	MT	CBM	Central Bank of Malta
6	ESCB/SSM	PT	BdP	Banco de Portugal

After the conclusion of the agreement, those PEMs that have not yet declared their initial interest at the beginning of the framework agreement and/or future EPCO central banks (pursuant to Decision ECB/2008/17 amended by Decision ECB/2020/27) shall have the option of acceding to this framework agreement at any time during the term of the agreement.

The Lead Central Bank (BBk) shall inform the Contractor of the accession of additional PEMs in writing.

The Parties agree that the Lead Central Bank (BBk) shall not assume the contract management, invoicing or liability vis-à-vis the Contractor with regard to special arrangements and/or orders placed by the PEMs via this framework agreement or any resulting legal transactions.

3 Term

This framework agreement shall commence upon the award of the contract.

The agreement shall have an initial term of two (2) years (minimum term) and shall be extended automatically by one (1) year in each case up to a maximum term of four (4) years in total, and shall automatically come to an end without the need for notice of termination by the end of the maximum term.

4 Termination

The agreement can be terminated in writing, with a notice period of three months, at the earliest (minimum term) one year after conclusion of the agreement, and thereafter at the end of each

subsequent year of the agreement, also with a notice period of three months. This shall not affect the right to terminate the agreement without notice for good cause (pursuant to No 4.1).

4.1 Termination for good cause

Both contracting parties shall have the right to terminate the agreement without notice for good cause. Good cause shall notably be given if the respective contractual party:

- fails to meet its material obligations and a grace period has elapsed; the inadequate processing of queries and complaints shall also be deemed material, as shall the failure to invoice as stipulated in the agreement;
- contravenes its obligations in the framework of individual deliveries/services on a repeated and sustained basis;
- contravenes the non-disclosure and confidentiality agreement and the Lead Central Bank (BBk) thus cannot reasonably be expected to continue the contractual relationship through to the agreed, scheduled termination date.

This shall be without prejudice to other claims, in particular warranty claims and claims for damages.

5 Implementation

5.1 No exclusivity or obligation to order

Signing this Framework Agreement shall not impose any obligation on the Lead Central Bank (BBk) or the PEMs to order Products and / or Services. The provision of Products and/or Services is subject to the issue of a Mini competition accordance with the procedure laid down in Paragraph 11 “Mini competitions” of this Framework Agreement.

5.2 Decentralised ordering

In addition to the Lead Central Bank, all the other PEMs are entitled to use the Products and / or Services under the terms and conditions agreed in this Contract, following the issuance of an Order in accordance with the procedure laid down in Paragraph 11 “Mini competitions” of this Framework Agreement

The Lead Central Bank (BBk) is unable to estimate how many Orders will be issued (in terms of quantity or when they are likely to be submitted) by the PEMs. An exclusivity agreement in this context has not been agreed.

6 Total volume, quantities

This framework agreement shall have the contractually agreed upper limit of EUR 5,000,000.00.

It is expected to procure SAF Certificates to compensate 6,000 t CO₂. The calculation of the upper limit reflects high uncertainties, for example the current volatile market prices and potential adjustment in the quantity needed, due to additional PEMs joining the contract, changes in demand and updated transport policies.

The Lead Central Bank (BBk) does not have any binding information regarding planned orders (quantity or times) of the participating EPCO members.

The Lead Central Bank (BBk) reserves the right to amend the contract in accordance with Paragraph 132 of the German Act Against Restraints of Competition (GWB).

7 Remuneration and price adjustment

The price for the SAF Certificates and their delivery are defined by the results of the individual mini competitions for every individual purchase order.

Prices in the mini-competitions are final and include all costs, such as shipping, registry, audit, retirement and documentation costs.

8 Quality checking

The Lead Central Bank (BBk) or PEMs may check the quality of the SAF Certificates in accordance with their own requirements at any point during the term of the agreement.

Should the check reveal that the SAF Certificates supplied by the Contractor do not fulfil the technical specifications listed in Annex **Fehler! Verweisquelle konnte nicht gefunden werden.**of this framework agreement, it shall subsequently no longer be necessary to invite the Contractor to submit a bid under a mini competition pursuant to this framework agreement.

9 Rights of the Lead Central Bank (BBk) / PEM in the event of shortcomings (warranty)

The Contractor commits to provide the agreed goods and/or services with no material or legal deficiencies.

Should deficiencies nonetheless be identified, the Lead Central Bank (BBk) / PEM shall report these to the Contractor in writing without undue delay, including any information known to them that may facilitate the identification of the deficiencies.

The Contractor must remedy the reported deficiencies without undue delay, at the latest within an appropriate timeframe set by the Lead Central Bank (BBk) / PEM. Unless otherwise agreed, this shall occur either through the elimination of the shortcomings or the delivery of new

articles, the choice of which is to be decided at the Contractor's discretion. This choice shall take the interests of the Lead Central Bank (BBk) or the PEM into account and must be acceptable to this party.

Pursuant to Section 439 (2) of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*), the expenses required to fulfil the stipulations of the agreement, particularly transport, travel, work and material costs, shall be borne by the Contractor.

If the Contractor does not successfully rectify shortcomings within the timeframe it has been set, the Lead Central Bank (BBk) / PEM can either give the Contractor a reasonable extension and reduce the agreed remuneration appropriately if this period elapses unsuccessfully, request the reimbursement of payments already made or withdraw from the agreement, either in part or in full. However, withdrawing from the agreement on account of an immaterial deficiency is excluded.

Furthermore, assuming the statutory requirements are met, the Lead Central Bank (BBk) / PEM is entitled to demand damages or reimbursement pursuant to Section 437 number 3 of the German Civil Code.

10 Liability and insurance

In accordance with the statutory provisions, the Contractor shall be liable for deliberate or negligent actions or omissions made by itself, its employees or affiliated enterprises, as well as any participating subcontractors.

The Contractor shall furnish the Lead Central Bank (BBk) with evidence that it has an insurance policy that corresponds in scope and coverage to a standard business liability insurance policy, with a minimum coverage of EUR 100.000,00 in total for personal injury, property damage and professional liability insurance.

The Contractor shall maintain this insurance policy up to the end of this framework agreement and beyond, until the statutory limitation period for all claims has expired.

11 Mini competitions

The awarding of individual purchase orders is based on mini competitions between the relevant contractors.

11.1 Mini competition procedure

The Lead Central Bank (BBk) and / or the respective PEMs initiate a mini competition between the contractors participating in the framework agreement via a written request for bids, stating

- all essential information, above all the order quantity of SAF Certificates;
- the submission deadline;
- the desired binding period of the tender; and
- where applicable, the term/validity of the conditions to be agreed.

The D2_Template Mini-Competition 26-2000079740 can be used for the request, but it is not mandatory. Contractors must submit their bids within the stipulated time frame (usually within seven working days).

Following checks and evaluations, the contract shall be awarded to the most economical bid, taking all circumstances into account.

11.2 Modifications within Mini competitions

Within the framework of a mini competition, the Lead Central Bank (BBk) or PEMs shall have the opportunity to make specific agreements, particularly with regard to the following points:

- delivery;
- ordering procedure;
- invoicing and payment methods;
- award criteria;
- place of performance and jurisdiction.

12 Use statistics

Once the term of the agreement begins, the Contractor shall produce half yearly use statistics for the goods and/or services listed in this agreement by each year on the 30 June and 31 December, and provide these to the Lead Central Bank (BBk) and EPCO within fifteen (15) working days following the respective date.

The use statistics shall (changes excepted) be recorded in an Excel spreadsheet and show for the Lead Central Bank (BBk) / PEM the order date, quantity, unit price and total price. Further specifications are to be agreed in advance with the Lead Central Bank (BBk) .

13 Data protection and confidentiality

If personal data are collected, processed or used by the Contractor on behalf of third parties, this must be done in compliance with statutory data protection rules – i.e. on the basis of Article 6(1) sentence 1 point (b) of the General Data Protection Regulation (GDPR) and Article 6(1) sentence 1 point (e) of the GDPR in conjunction with Section 3 of the Federal Data

Protection Act (*Bundesdatenschutzgesetz*) – solely for the fulfilment of its statutory and (pre)contractual obligations.

The Contractor shall ensure that any and all persons they have commissioned to process or to fulfil the agreement observe and adhere to statutory data protection requirements. Evidence of adherence to the data secrecy obligation pursuant to data protection legislation shall be provided to the Lead Central Bank (BBk) / PEM upon request.

The parties are obliged to treat any and all confidential information as well as trade and company secrets acquired as a result of this contractual relationship confidentially, in particular to ensure that they are not passed on to a third party or exploited for purposes other than those stated in the agreement. The Lead Central Bank (BBk) / PEM exchange of experiences with and within the public sector as well as its fulfilment of statutory obligations shall remain unaffected. The right to the confidential handling of trade and industrial secrets acquired for the purposes of the agreement shall also remain unaffected.

The Contractor is only entitled to pass on confidential information to those subcontractors whose deployment has been expressly approved by the Lead Central Bank (BBk) / PEM, if and to the extent that this confidential information is necessary for the performance of the respective services by the subcontractor (need-to-know principle). This applies only if the subcontractor has already committed to at least the same degree of confidentiality vis-à-vis the Contractor as the Contractor vis-à-vis the Lead Central Bank (BBk) / PEM. Here the passing-on of confidential information to the subcontractor must be ruled out, to the extent that the Lead Central Bank (BBk) / PEM has not expressly given prior approval to the passing-on of such information.

Confidential information is that information which a knowledgeable third party would regard as worthy of protection or which is labelled confidential. This can also be information that is made known during an oral presentation or discussion. Confidential information may be used for the sole purposes of meeting the requirements of this agreement. The confidentiality obligation does not cover information which is already lawfully known to the parties or has become known outside the parameters of the contract without any violation of a non-disclosure agreement having occurred.

The Contractor and its employees are subject, both during and after the term of the agreement, to a confidentiality obligation that applies to all BBk or PEM information that has become known to the Contractor or its employees in connection with the agreement.

If the Contractor makes its (contractual) relation with the BBk/the PEM known in the context of an advertisement or in any other way without their prior written consent, this, inter alia, shall also constitute a breach of the confidentiality obligation.

The Contractor can only be released from its confidentiality obligation with the express prior written agreement of the BBk

Any breach of confidentiality by the Contractor or its employees will be regarded as non-compliance with the agreement and attributed to the Contractor. Such a breach can result in the immediate termination of the agreement or any other special arrangements by the BBk without the need for notification of non-compliance or the involvement of a court.

14 Contact persons

The Lead Central Bank (BBk) will appoint the relevant contract persons with the award letter – (name, address, department, telephone number, email).

In his acceptance letter to the award letter, the Contractor needs to announce at least one person who can be designated as a key account (name, address, department, telephone number, email).

15 Amendments

15.1 Written form

The framework agreement, any amendments thereto as well as all declarations relating to the agreement, notification requirements and documentation requirements must be in writing (section 126 BGB). This shall also apply to any revocation of the written form requirement. Amendments to the agreement shall not become effective until the other party confirms them in the aforementioned manner. No verbal ancillary agreements have been made.

Any terms and conditions set forth in order confirmations or invoices of the Contractor that deviate from the agreed terms and conditions shall not result in the present framework agreement being amended or supplemented except where confirmed in writing by the Lead Central Bank (BBk).

15.2 Portfolio amendments

The Lead Central Bank (BBk) shall be able to amend the specifications of the SAF Certificates during the term of the agreement and request changes to the portfolio (addition and removal of different types of SAF Certificates).

This is particularly the case when changes are required due to technical development or legal requirements.

In the event of any amendments, the Contractor shall be notified of the estimated quantity and provided with the specifications.

This may be preceded by a request for a quality check/testing pursuant to No 8 upon request. The Contractor shall be able to refuse amendments to the agreement where provision is considered technically impossible, unreasonable or incompatible with its resources. In such cases, the Contractor shall notify the Lead Central Bank (BBk) thereof without undue delay.

16 Governing law and jurisdiction

This framework agreement and its annexes shall be governed by German law with the exception of the rules on conflict of laws and interpreted pursuant to German law. The agreed place of jurisdiction is Frankfurt am Main, Germany.

17 Special contractual conditions for the Lead Central Bank (BBk)

17.1 Status report stock level/contract overview

No later than once a quantity of 75% and 90% of the maximum contract value (according to paragraph 6) has been called off, the Contractor shall, without being requested to do so, provide the organisational unit of the Lead Central Bank (BBk) with a contract overview.

Said contract overview shall contain the following:

- the quantity purchased under the contract;
- the date of each individual purchase order;
- the order and contract numbers;
- the quantity called off to date;
- the called-off quantity yet to be delivered.

17.2 Invoicing and Payment

Pursuant to the Ordinance on Electronic Invoicing in Federal Public Procurement (Verordnung über die elektronische Rechnungsstellung im öffentlichen Auftragswesen des Bundes, ERechV), the Lead Central Bank (BBk) is required to accept and process electronic invoices. The technical requirements are laid out in Annex 4.

Annexes:

1. Technical specifications in document:
"B2_Framework Agreement Annex 1_Technical Specifications 26-2000079740"
2. Award criteria in the document:
"C3_Framework Agreement Annex 2 Award Criteria 26-2000079740.xlsx"
(to be completed by the bidder)
3. Framework Agreement Annex 3 Additional contractual terms and conditions of the Deutsche Bundesbank in the document:
"B3_Framework Agreement Annex 3 - Additional Contractual Terms and Conditions 26-2000079740"
4. Description of the Invoice processing of BBk in document:
"B4_Framework Agreement Annex 4 - BBk Invoice Processing.pdf"
5. Bidder's offer
(to be completed by the bidder)

Town/city	Date	Town/city	Date
Contractor		Deutsche Bundesbank	
See "C1_Tender Letter 26-26-2000079740"		See contract award letter	
Contractor signature(s) (Name(s) in block letters)		Lead Central Bank (BBk) signature(s) (Name(s) in block letters)	