

<b>6-monthly</b>	<b>Renewed pre-financing payments and interim payments</b>	<b>&lt;amount&gt;<sup>9</sup></b>
<b>&lt;Month number&gt;</b>	<b>Forecast balance</b>	<b>&lt;amount&gt;<sup>10</sup></b>
	<b>Total</b>	<b>&lt;Maximum Contract Value&gt;</b>

The actual amounts payable after the first pre-financing payment will vary. They must be based on the Consultant's invoice accompanied by an interim progress report and an expenditure verification report subject to approval of those reports in accordance with Article 27 in the General Conditions.

The aggregate amount of the advance and interim invoices issued by the Consultant to the Contracting Authority shall not exceed 90% of the Maximum Contract Value. Should an invoice be issued for an amount exceeding 90% of the Maximum Contract Value, the Contracting Authority shall only pay outstanding amount due up to 90% of the Maximum Contract Value.

- 7.3 Unless otherwise permitted under the terms of the Sanction (as defined in Article 8 of the General Conditions), the Contracting Authority shall not make, nor shall the Consultant request, any payments under this Contract as of the date of a Sanction Event (as defined in Article 8 of the General Conditions), irrespective of whether the payment concerns delivery of Services predating the Sanction Event. For the avoidance of doubt, payments so extinguished shall not be recoverable.

#### **(8) Contact addresses**

Any written communication relating to this Contract between the Contracting Authority and the Consultant must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with Articles 5.3 and 7.8 of the General Conditions.

#### **(9) Law and language of the Contract**

- 9.1 This Contract and any dispute or claim arising out of or in connection with it shall be governed by the laws of the Grand Duchy of Luxembourg.
- 9.2 The Courts of the city of Luxembourg shall have exclusive jurisdiction to settle any dispute or claims arising out of the Contract.
- 9.3 The language of the Contract and of all written communications between the Consultant and the Contracting Authority shall be English.

#### **(10) Tax and customs arrangements**

No duties, levies or taxes, including VAT, which may be payable in the beneficiary country/countries will be charged to the Contracting Authority.

#### **(11) Other specific conditions applying to the Contract**

- 11.1 Any subcontracting must be done in accordance with Article 4 of the General Conditions.
- 11.2 The Consultant must take the necessary measures to ensure the visibility of the funding source of the Contract. Such measures must be in accordance with the applicable rules on visibility, as specified in Annex II – Terms of Reference.
- 11.3 The following provisions shall amend or supplement the General Conditions:

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<sup>9</sup> Balance of first pre-financing payment and forecast balance

<sup>10</sup> 10% of the maximum contract value