



II.18. TERMINATION OF THE FWC

II.18.1. Grounds for termination by the contracting authority

The contracting authority may terminate the FWC or any on-going *specific contract* in the following circumstances:

- a) if provision of the services under an on-going *specific contract* has not actually started within 15 days of the scheduled date and the contracting authority considers that the new date proposed, if any, is unacceptable, taking into account Article II.11.2;
- b) if the contractor is unable, through its own fault, to obtain any permit or licence required for *implementation of the FWC*;
- c) if the contractor does not implement the FWC or perform the *specific contract* in accordance with the tender specifications or *request for service* or is in breach of another substantial contractual obligation or repeatedly refuses to sign *specific contracts*. Termination of three or more *specific contracts* in these circumstances also constitutes grounds for termination of the FWC;
- d) if the contractor or any person that assumes unlimited liability for the debts of the contractor is in one of the situations provided for in points (a) and (b) of Article 136(1) of the Financial Regulation⁷;
- e) if the contractor or any *related person* is in one of the situations provided for in points (c) to (h) of Article 136(1) or to Article 136(2) of the Financial Regulation;
- f) if the procedure for awarding the FWC or the *implementation of the FWC* prove to have been subject to *irregularities, fraud or breach of obligations*;
- g) if the contractor does not comply with applicable obligations under environmental, social and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU;
- h) if the contractor is in a situation that could constitute a *conflict of interest* or a *professional conflicting interest* as referred to in Article II.7;
- i) if a change to the contractor's legal, financial, technical, organisational or ownership situation is likely to substantially affect the *implementation of the FWC* or substantially modify the conditions under which the FWC was initially awarded or a change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046 that calls into question the decision to award the contract;
- j) in the event of *force majeure*, where either resuming implementation is impossible or the necessary ensuing amendments to the FWC or a *specific contract* would mean that the tender specifications are no longer fulfilled or *result* in unequal treatment of tenderers or contractors;
- k) if the needs of the contracting authority change and it no longer requires new services under the FWC; in such cases ongoing *specific contracts* remain unaffected;
- l) if the termination of the FWC with one or more of the contractors means that the multiple FWC with reopening of competition no longer has the minimum required level of competition;
- m) if the contractor is in breach of the data protection obligations resulting from Article II.9.2;
- n) if the contractor does not comply with the applicable data protection obligations resulting from Regulation (EU) 2016/679.

⁷ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012, OJ L 193 of 30.7.2018, p.1 <https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1544791836334&uri=CELEX:32018R1046>