

- (c) Civil liability in the event of accidents caused to third parties or to the Contracting Authority and any employee of that Authority, arising out of the performance of the Contract by the Consultant, its agents or employees;
 - (d) Accidental death or permanent disability resulting from bodily injury incurred by any person in connection with the performance of the Contract by the Consultant, its agents or employees.”
- 11.3.7 In relation to Article 19.1 of the General Conditions, the “implementation period” shall be read as referring to any specific period of time mentioned in the Contract within which certain tasks / activities have to be performed and/or certain outputs have to be produced.
- 11.3.8 In relation to Article 19 of the General Conditions, paragraph 19.2 shall be amended to: “The daily rate for liquidated damages will be 0.05% of the Maximum Contract Value”.
- 11.3.9 Within the framework of Article 24.2 of the General Conditions, the person authorised by the Contracting Authority to approve the Consultant’s timesheets on a monthly basis is the Promoter. For the services delivered off-site, the timesheets must be countersigned by the Consultant’s designated Project Director / TA Coordinator.
- 11.3.10 The following paragraph shall be added to Article 28 of the General Conditions: *“28.5 If the expenditure verification report submitted by the external auditor does not comply with the model provided in Annex VII to the Contract in terms of verifications to be performed and level of assurance to be provided, the Contracting Authority reserves the right to refuse the payment of the expenditure covered by that report until a full verification of the supporting documents is carried out by the Contracting Authority itself. In any and all such cases, the Contracting Authority shall not make any payments for the costs of the expenditure verification.”*
- 11.3.11 In relation Article 34 of the General Conditions, the Contracting Authority’s liability will be limited to wilful misconduct or gross negligence.
- 11.3.12 Article 35 of the General Conditions shall read as follows:
- “35.1 Without prejudice to the right of the Contracting Authority to terminate the Contract under Article 36, the Contracting Authority may at any time suspend the Contract or any part thereof (including the payments), in particular where it considers such suspension in the interest of the project or where there are suspected or established errors, irregularities or fraud committed by the Consultant in the performance of another contract funded by the general budget of the European Union, by EDF or by the Contracting Authority which are likely to affect the performance of the present Contract. Suspension shall take effect on the day that the Consultant receives written notice from the Contracting Authority, or at a later date when the notice so provides.*
- 35.2 The Contracting Authority shall suspend the payments and/or the execution of the Contract:*
- (a) where the award procedure or the performance of the Contract is vitiated by substantial errors or irregularities, or by suspected or proven fraud. In addition, where such errors, irregularities or fraud are attributable to the Consultant, the Contracting Authority may refuse to make further payments or may proceed to recover amounts already paid, in proportion to the seriousness of the errors, irregularities or fraud;*
 - (b) where the Contracting Authority is obliged to do so pursuant to (i) a request by the providers of the funding for the Contract, or (ii) the provisions of the contracting arrangements between the Contracting Authority and the providers of the funding or the Contract, as these are identified in the Special Conditions or the Terms of Reference;*
 - (c) a Sanction Event.*
- 35.3 During the period of suspension, the Consultant shall take such protective measures as may be necessary to mitigate any loss and submit, for the written approval*